

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**REGULAR BOARD MEETING AGENDA**

**Board of Directors:**

---

Calvin Brown, Vice President	Term Expires May 2020
Ronald E. Bendall, Secretary/Treasurer	Term Expires May 2020
Steven Sherman,	Term Expires May 2022
Edward Wagner,	Term Expires May 2022
Debra Prysby, Asst. Secretary	Term Expires May 2022

---

**Date: May 15, 2018 (Tuesday)**  
**Time: 6:30 p.m.**  
**Place: West Metro Fire Station 15**  
**6220 N. Roxborough Park Road**  
**Littleton, CO 80125**  
**Call in Information: Dial 844-286-0635 Code 8138303**

1. CALL TO ORDER AND APPROVE AGENDA
2. ADMINISTER OATHS OF OFFICE
3. CONSIDER ELECTION OF OFFICERS
4. PUBLIC COMMENT and/or GUESTS  
Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in.
5. ADMINISTRATIVE MATTERS
  - A. Consider Approval of the April 17, 2018 Regular Meeting Minutes (enclosed)
  - B. Review and Consider Approval of Bailey Tree Proposals
    1. Removal of Cottonwood on Halleys Drive - \$1,200 (enclosed)
    2. High Priority Removal, Stump Grinding Tree Planting and Watering - \$19,560 (enclosed)
    3. Medium Priority Tree Planting - \$25,200 (enclosed)
    4. Low Priority Tree Maintenance - \$31,595 (enclosed)
6. FINANCIAL MATTERS
  - A. Review and Accept Updated Cash Position and Property Tax Schedule (enclosed)
  - B. Review and Consider Approval of Current Claims, Approve Transfer of Funds, and Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims (enclosed)
  - C. Review and Consider Approval of 2017 Draft Audit (enclosed)

## D. Other

## 7. DIRECTOR ITEMS

- A. Fireworks Update
- B. Discuss SDA Annual Conference on September 12 – 14, 2018 in Keystone

## 8. LEGAL MATTERS

- A. Update Regarding Final Water Due Diligence Filing and Executive Session Pursuant To C.R.S. Section 24-6-402(4)(B) and for the Purposes of Receiving Legal Advice on Specific Legal Questions, if requested
- B. Update on RWSD Letter to Homeowner re Tree Removal on Easement and Filing Status of Easement
- C. Review and Consider Approval of Fireworks Agreement with HOA (enclosed); Approval of Resolution No. 2018-05-01, Resolution Regarding Fireworks Agreement (to be distributed)
- D. Review and Consider Approval of Food Truck Night Use Agreement (enclosed); Approval of Resolution No. 2018-05-02, Resolution Approving Food Truck Night Use Agreement (to be distributed)
- E. Review and Consider Approval of Service Agreement with GMR regarding Dugout Design; Approval of Resolution No. 2018-05-03, Resolution Approving GMR Dugout Design (to be distributed)
- F. Other

## 9. ENGINEERING MATTERS

- A. 7 Acres Pond Update
- B. Pump Station Irrigation Controls Systems Update
- C. Water Rights Discussion/Discuss Water Accounting Inventory
- D. Discuss Review of Dugout Drawings
- E. Update on Walk Through with HOA and Douglas County
- F. Other

## 10. LANDSCAPE MAINTENANCE

- A. Metco Landscape Report – Bill Barr (enclosed)
  - 1. Review and Consider Approval of Metco Proposal for Roxborough Park Edging - \$13,875 (enclosed)
  - 2. Discuss Annual Spring Planting Proposal for Medians in Rampart Road - \$3,250 (enclosed)
  - 3. Discuss Proposal for Weekly Maintenance of the Baseball Infield Including Weekly Dragging and Baseline Striping (July 1<sup>st</sup> through Labor Day) - \$200 per week (enclosed)
- B. Consider Approval of Time and Materials Costs Regarding Mowing for Fireworks Display (enclosed)
- E. Other

Roxborough Village Metropolitan District

Agenda – May 15, 2018

Page 3 of 3

11. MANAGER MATTERS

- A. Update on Foothills Park and Recreation Use Numbers Break Out (enclosed)
- B. Update Hit, Run & Pitch – Checklist and Process Moving Forward (to be distributed)
- C. Update on Theatre in the Park (no action taken)
- D. Study Session Discussion
- E. Update on Graffiti Removal (enclosed)
- F. Update on Fishing Calls
- G. Playground Update (enclosed)
- H. Bathroom Update
- I. Other

12. OTHER BUSINESS

13. ADJOURNMENT

**NEXT SCHEDULED BOARD MEETING**

**Tuesday, June 19 at 6:30 p.m. at**

**West Metro Fire Station 15**

**6220 N. Roxborough Park Road**

**Littleton, CO 80125**

**REGULAR MEETING SCHEDULE**

**Tuesday, July 17, 2018**

**Tuesday, August 21, 2018**

**Tuesday, September 18, 2018**

**Tuesday, October 16, 2018**

**Tuesday, November 20, 2018**

**Tuesday, December 18, 2018**

RECORD OF PROCEEDINGS

---



---

MINUTES OF A REGULAR MEETING  
OF THE BOARD OF DIRECTORS OF THE  
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

HELD

Tuesday, April 17, 2018

A regular meeting of the Board of Directors of the Roxborough Village Metropolitan District (referred to hereafter as the "Board") was convened on Tuesday, April 17, 2018 at 6:30 p.m., West Metro Fire Station 15, 6220 N. Roxborough Park Road, Littleton, CO 80125. The meeting was open to the public.

**ATTENDANCE**

In Attendance were Directors:

Calvin Brown  
Bob Clinard  
Ronald E. Bendall  
Debra Prysby

Also in Attendance were:

Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.  
Justin Ball and Bill Barr; Metco Landscaping  
Scott Barnett; Mulhern Engineering  
Anna Jones, Patrick Shannon and Jerel Sangster;  
CliftonLarsonAllen LLP  
Steve Sherman; 10585 Cross Country Lane  
Scott Venn; 7874 Canvasback  
Dave Carpinello; 7223 Dome Rock Road  
Kristen Scott, Owen Scott and Christian Scott; 8555 Liverpool Circle

**CALL TO ORDER AND  
APPROVE  
AGENDA**

The meeting was called to order at 6:31 p.m. by Director Brown. The absence of Director Goodrich was noted and excused.

Upon a motion duly made by Director Prysby, seconded by Director Clinard, and upon vote unanimously carried, the Board approved the agenda, as presented.

**PUBLIC  
COMMENT and/or  
GUESTS**

Dave Carpinello asked to have field fees waived for the Hit, Pitch & Run program, noting that kids are not being charged. He requested the field be reserved for Saturday and Sunday, April 28

## RECORD OF PROCEEDINGS

---

and 29. They will have practice from 11:00 a.m. to approximately 1:30 p.m., with the hope of being done by 4:30 p.m. Mr. Carpinello asked to have a banner put up. The Board recommended hanging the banner at the existing sign posts. Director Prysby will check with Ed Yates to see about the sign that is currently up. Director Clinard suggested making a refundable damage deposit in lieu of fees. Upon a motion duly made by Director Bendall, seconded by Director Brown, and upon vote unanimously carried, the Board approved the Hit, Pitch & Run Program for a refundable damage deposit and to hang up the sign.

Mr. Sherman provided a dugout update, noting the design has moved forward with a general contractor and the contractor is working with Douglas County on the permits. Mr. Sherman asked for the names of two Roxborough Village residents that have passed away be placed on the dugouts. Design elements discussion followed, and a request for permission to proceed. Ms. James noted that there will need to be a services agreement entered into with GMR Contracting. Upon a motion duly made by Director Brown, seconded by Director Clinard, and upon vote unanimously carried, the Board approved entering into a services agreement with GMR Contractors for the installation of two dugouts as a donation from a community group pending approval of the final design by Mr. Barnett.

Ms. Scott and her sons advocated for the approval of the dugouts.

Mr. Venn has placed 5 out of the 8 no fishing signs and they seem to be working so far.

### ADMINISTRATIVE MATTERS

- A. Consider Approval of the March 20, 2018 Regular Meeting Minutes

Following discussion, upon a motion duly made by Director Prysby, seconded by Director Bendall, and upon vote unanimously carried, the Board approved the March 20, 2018 regular meeting minutes, as amended to revise the February meeting minutes date.

### FINANCIAL MATTERS

- B. Other - None

- A. Review and Accept Updated Cash Position and Property Tax Schedule

Ms. Jones reviewed the updated Cash Position and Property Tax

## RECORD OF PROCEEDINGS

---

Schedule with the Board. After discussion, upon a motion duly made by Director Prysby, seconded by Director Brown, and upon vote unanimously carried, the Board accepted the updated Cash Positon and Property Tax Schedule.

B. Review and Consider Approval of Current Claims, Approve Transfer of Funds, Ratify Payment of Autopay Claims and Ratify Approval of Previous Claims and Director Fees

Ms. Jones reviewed the claims with the Board, noting the CLA management bill was not included in this month's checks. Director Clinard asked about the ADP payroll/taxes amount. Staff will follow up with the accountant. Following discussion, upon a motion duly made by Director Prysby, seconded by Director Brown, and upon a vote unanimously carried, the Board approved the current claims in the total amount of \$60,452.41, the transfer of fund, ratified payment of autopay claims and ratified approval of previous claims and Director fees.

Director Prysby requested that the Foothills Park and Recreation fees be reviewed to see how many residents are using the Foothills Park and Recreation and directed Ms. Jones to look into how the information was presented to the Board in the past.

### DIRECTOR ITEMS

C. Other - None.

A. Fireworks Update

1. Walk Through – Postings
2. Clarification of Budget
3. SDA Safety Grant and Insurance

Director Brown noted that if Stage 1 fire restrictions are in place on June 9<sup>th</sup>, the fireworks display will not be able to go forward. If that is the case, he will look into a September date. The show should run from 9:00 to 9:30 p.m. Ms. James is working with the HOA attorney to finish up the license agreement.

### LEGAL MATTERS

A. Update Regarding Final Water Due Diligence Filing and Executive Session pursuant to C.R.S., Section 24-6-402(4)(B) and for the Purposes of Receiving Legal Advice on Specific Legal Questions, if requested or if needed

Ms. James stated this item was not needed.

B. Review and Consider Approval of Resolution No. 2018-04-01, Resolution Approving Agreement with Bell Survey

## RECORD OF PROCEEDINGS

### Company for Topographical Survey of Ponds

Ms. James provided a review with the Board. After discussion, upon a motion duly made by Director Prysby, seconded by Director Clinard, and upon vote unanimously carried, the Board approved the Resolution No. 2018-04-01, Resolution Approving Agreement with Bell Survey Company for Topographical Survey of Ponds.

#### C. Update on Ownership of Chatfield Farms Tract A, 14B Easement

Ms. James noted that this is an update on Filing 14B, Tracts A through D. Ms. James has advised the attorney for the HOA that the District will accept ownership, with Douglas County taking responsibility for drainage maintenance. The HOA attorney is coordinating a walk through with the County and Ms. James requested that Mr. Barnett be included in that meeting.

#### D. Discuss Election of Officers

Ms. James noted that the slate of officers has not been updated since Judi Holden resigned. The Board advised they will wait until the May election results to elect officers.

#### E. Discuss 6880 Blue Mesa Way Tree Plantings in Roxborough Water Easement

Ms. James reported that the trees planted are on District land in the Roxborough Water & Sanitation District (“RWSD”) easement. Ms. James noted that RWSD is willing to take care of removing the trees. Upon a motion duly made by Director Prysby, seconded by Director Brown, and upon vote unanimously carried, the Board approved RWSD taking the lead on the removal of the trees. Ms. James indicated the District will be supportive of RWSD either through a co-signature or separate letter to the property owner.

#### F. Update on Request for Food Truck Night

Ms. James noted that there should be a simple agreement to ensure the rules and regulations are followed and to ensure they have a Tri-County Health license and a Douglas County sales tax license. After discussion, upon a motion duly made by Director Prysby, seconded by Director Clinard, and upon vote unanimously carried, the Board approved the food truck night for one night subject to a one page agreement.

## **ENGINEERING MATTERS**

## RECORD OF PROCEEDINGS

---

G. Other – None.

A. 7 Acres Pond Updated

Mr. Barnett noted that Mr. Sperger will be doing plantings in May.

B. Pump Station Irrigation Controls Systems Update

Mr. Barnett gave an update on the pump station irrigation controls system, noting that the work has been done. He met Monday and Tuesday to bring the pump station on line, fill lines and repair leaks.

C. Water Rights Discussion

Mr. Barnett reported that he met with Leonard Rice Engineers for walkthroughs, and he is putting forms together to create a documentation process. Mr. Barnett gave an update on the work, led by Leonard Rice Engineering.

### LANDSCAPE MAINTENANCE

E. Other – None

A. Metco Landscape Report

Bill Barr noted that the aeration is completed, pre-fertilizer is complete in all landscaped beds and they are spot spraying weeds. He is working to identify controllers through ET water now that the pump station is turned on.

1. Review and Consider Approval of Metco Proposal for Roxborough Park Edging - \$13,875

Mr. Barr noted that this would be for removing 1,400 feet of existing edging and redefining the bed. Director Clinard asked for more detail. The Board requested Metco bring back a more detailed description of the work with pictures as well as alternate solutions.

B. Discuss Spring/Fall Plantings

Mr. Barr asked the Board for recommendations on where and what to plant. Director Prysby suggested planting in the island. The Board requested Metco to bring back suggestions to the Board at the next meeting.

RECORD OF PROCEEDINGS

---

C. Discuss Proposal for Metco Trailer Monthly Garage Storage

Mr. Barr presented the request to rent garage storage on site. The Board declined to pay for the garage storage.

**MANAGER MATTERS**

D. Other

Bill Barr introduced Justin Ball as the new Metco Branch Manager for the RVMD account. Mr. Ball gave a brief background and introduced himself to the board.

A. Election Update

Ms. Jones provided an update, noting that the postcards have been mailed out and the ballots will be mailed out this week.

B. Playground Equipment Update

Mr. Shannon presented the options to the Board. After review, upon a motion duly made by Director Brown, seconded by Director Clinard, and upon vote unanimously carried, the Board approved the purchase of the Challenger High Rise. Mr. Shannon will follow up with the order.

C. Discuss Graffiti Removal Responsibility

The Board confirmed that Lightning Mobile will be the contactor for graffiti removal.

D. Baseball Field Proposals:

1. Status of Proposals to Refurbish the Baseball Infield  
Ensuring that the Base Sleeves are Identifiable and Secure and Home Plate has a Sleeve Allowing the Removal of Home Plate.
2. Status of Proposals for Weekly Maintenance of the Baseball Infield Including Weekly Dragging and Baseline Striping (July 1<sup>st</sup> through Labor Day).

The Board discussed this with Metco. Metco was willing to do the work as long as it was acceptable to be done on Thursday since they are not in Roxborough on Friday and have no weekend crews. Metco will bring back a proposal for infield maintenance for once per week during the season.

RECORD OF PROCEEDINGS

---

Mr. Shannon indicated there was another individual that expressed interest and would follow up with him to see if he would want to do the work.

E. Scott Maynard and Payment

Mr. Maynard has been paid his remaining fee, which was sent to him along with a final letter from Ms. James concluding the engagement.

F. Other

Ms. Jones noted that Bailey Tree provided a proposal for removal of a broken branch in the median. Director Clinard asked that Bailey Tree conduct a drive around the community to flag trees that need to be removed and make recommendations. Ms. Jones indicated she will follow-up with that request.

Ms. Jones presented an email regarding children's theater in the park. The Board requested more information. Ms. Jones indicated she would follow-up to obtain more information.

**OTHER BUSINESS**

Director Prysby suggested doing a Board landscape tour with Metco. The board agreed it would be a worthwhile endeavor to pursue.

**ADJOURNMENT**

Upon a motion duly made by Director Prysby, seconded by Director Brown, and upon vote unanimously carried, the Board adjourned the meeting at 9:11 p.m.

Respectfully submitted,

By: \_\_\_\_\_  
Calvin Brown, Vice President

Attest:

\_\_\_\_\_  
 By: Ronald Bendall, Secretary



# Bailey Tree LLC

13165 W. Yale PL.  
Lakewood, Co 80228  
720-940-6519  
baileytreetrimming@gmail.com

## PROPOSAL

Generated uniquely for

Please Email us to  
accept and schedule  
work

- Licensed with the Colorado Department of Agriculture for Pesticide Application
- Tree Services Licensed with all Cities in the Denver Metro Area
- Fully Insured with \$4m Liability & Workers Compensation Insurance

### Clifton Larson Allen 201805091

Estimator: Josh Nelson

Thursday, May 10, 2018

Roxborough Village Metropolitan District 303- 779-5710  
8390 E Crescent Parkway Suite 500  
Greenwood Village, CO 80111

Worksite: 10127 Waterton Rd  
Littleton, CO 80125

### Requested Services

Task #	Item	Description	Quantity	Cost
1	Cottonwood	<b>Removal</b>	1	\$1,200.00
Cut the tree down to as low of a stump as is reasonable. Haul away all wood and debris. Clean up work areas. NO STUMP GRIND				

Requested Services Total:  
\$1,200.00

*This estimate is for completing the job as described above. It is based on our evaluation and does not include additional services requested or required during or after this service is provided. Project timing is subject to change based on weather and other unforeseen circumstances.*

Signature \_\_\_\_\_ Date \_\_\_\_\_ **Total: \$1,200.00**

#### Please Note:

- Our minimum service fee for trimming and/or removal work is \$175.00
- Our Minimum service fee for stump grinding is \$75.00
- We do not have a minimum service fee for Plant Health Care (PHC) services (injections and spraying)
- Tree services performed in the vicinity of delicate flowers and shrubs may result in some damage to those flowers and shrubs. To avoid this possibility please request a fall or winter schedule date.



International Society of Arboriculture  
(ISA) Certified Arborists  
Robert Bailey RM-0603A  
Rich Nelson RM-7199A  
Joshua Nelson RM-7986A

We accept Cash, Check, or Credit Card  
Click here to PREPAY!



Click here to  
check us out!





# Bailey Tree LLC

13165 W. Yale PL.  
Lakewood, Co 80228  
720-940-6519  
baileytreetrimming@gmail.com

## PROPOSAL

Generated uniquely for

Please Email us to  
accept and schedule  
work

- Licensed with the Colorado Department of Agriculture for Pesticide Application
- Tree Services Licensed with all Cities in the Denver Metro Area
- Fully Insured with \$4m Liability & Workers Compensation Insurance

### Clifton Larson Allen 20180509-1

Estimator: Josh Nelson

Thursday, May 10, 2018

Roxborough Village Metropolitan District 303- 779-5710  
8390 E Crescent Parkway Suite 500  
Greenwood Village, CO 80111

Worksite: 10127 Waterton Rd  
Littleton, CO 80125

### Requested Services

Task #	Item	Description	Quantity	Cost
1	Conifer(s)	<b>Removal</b> Cut the tree down to as low of a stump as is reasonable. Haul away all wood and debris. Clean up work areas.	17	\$1,850.00
2	Stump(s)	<b>Stump Grinding</b> Grind the stump down 6 to 8 inches below grade. Stump grindings are put back in the hole and may leave a small mound, excess grindings are hauled away and disposed of. <i>Bailey Tree is not responsible for damage done to any sprinkler or small electric lines underground around the stump. (We can't see them to avoid them)</i>	17	\$1,200.00
3	Tree(s)	<b>Tree Planting</b> Replacement Program for Conifers and one Ash  Hole(s) dug, tree(s) planted, and excess dirt hauled away. Tree(s) Purchased from a quality nursery. Tree(s) come with a 1 year warranty only if watering program is accepted. Bailey Tree, LLC is not liable for sprinkler damage or repair. 2" or bigger. B and B.  Kentucky Coffee - 9 Honey Locust - 5 Crab Apple - 2	16	\$14,950.00
4	Tree(s)	<b>Watering Program</b> A program for complete health of a tree. This Program includes deep root watering every month.	16	\$1,560.00

Requested Services Total:

\$19,560.00

This estimate is for completing the job as described above. It is based on our evaluation and does not include additional services requested or required during or after this service is provided. Project timing is subject to change based on weather and other unforeseen circumstances.



International Society of Arboriculture  
(ISA) Certified Arborists  
Robert Bailey RM-0603A  
Rich Nelson RM-7199A  
Joshua Nelson RM-7986A

We accept Cash, Check, or Credit Card

Click here to PREPAY!



Click here to  
check us out!

Page 1 of 2



Signature \_\_\_\_\_

Date \_\_\_\_\_

**Total: \$19,560.00**

**Please Note:**

- Our minimum service fee for trimming and/or removal work is \$175.00
- Our Minimum service fee for stump grinding is \$75.00
- We do not have a minimum service fee for Plant Health Care (PHC) services (injections and spraying)
- Tree services performed in the vicinity of delicate flowers and shrubs may result in some damage to those flowers and shrubs. To avoid this possibility please request a fall or winter schedule date.



*International Society of Arboriculture  
(ISA) Certified Arborists*  
 Robert Bailey RM-0603A  
 Rich Nelson RM-7199A  
 Joshua Nelson RM-7986A

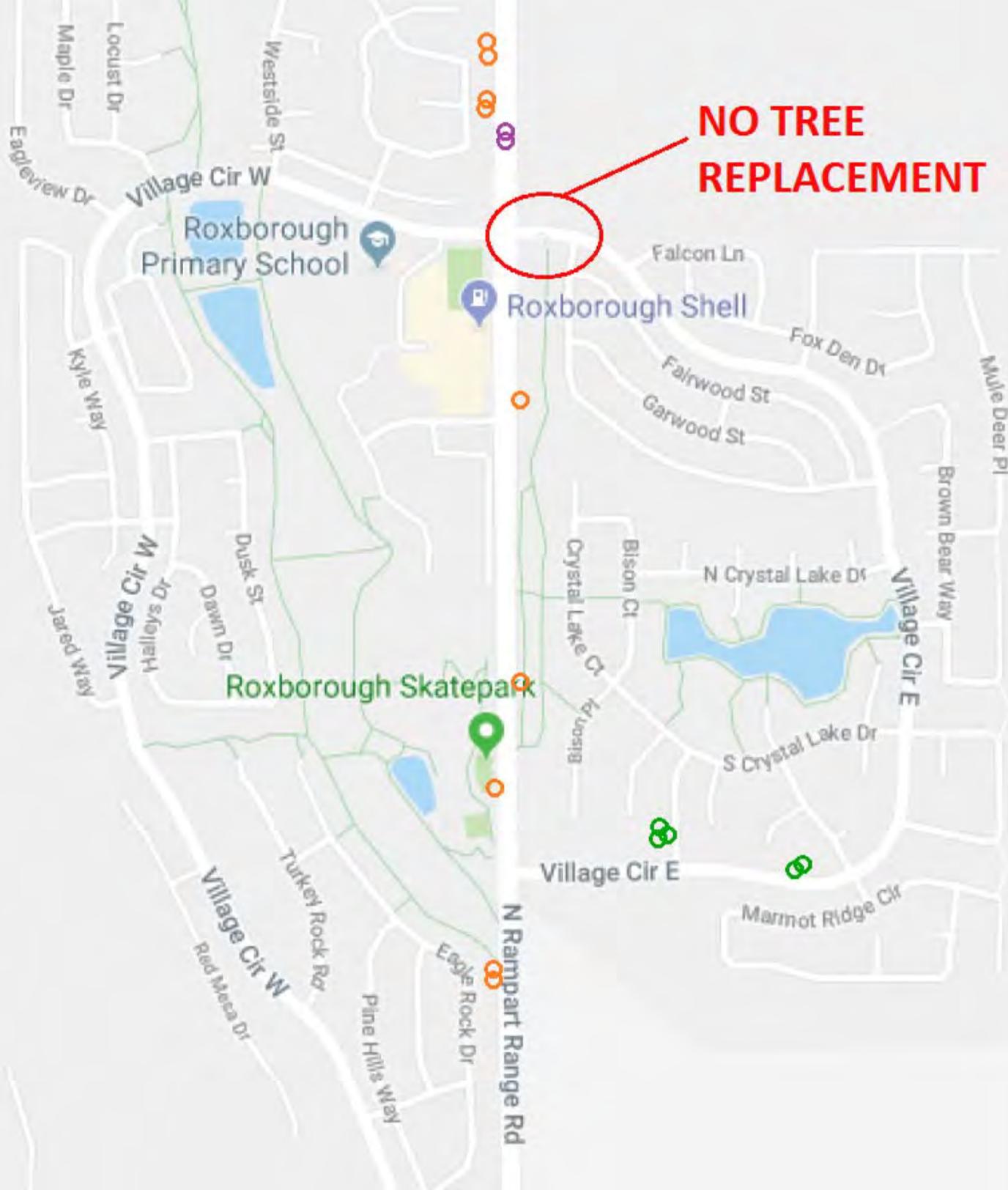
**We accept Cash, Check, or Credit Card**  
**Click here to PREPAY!**

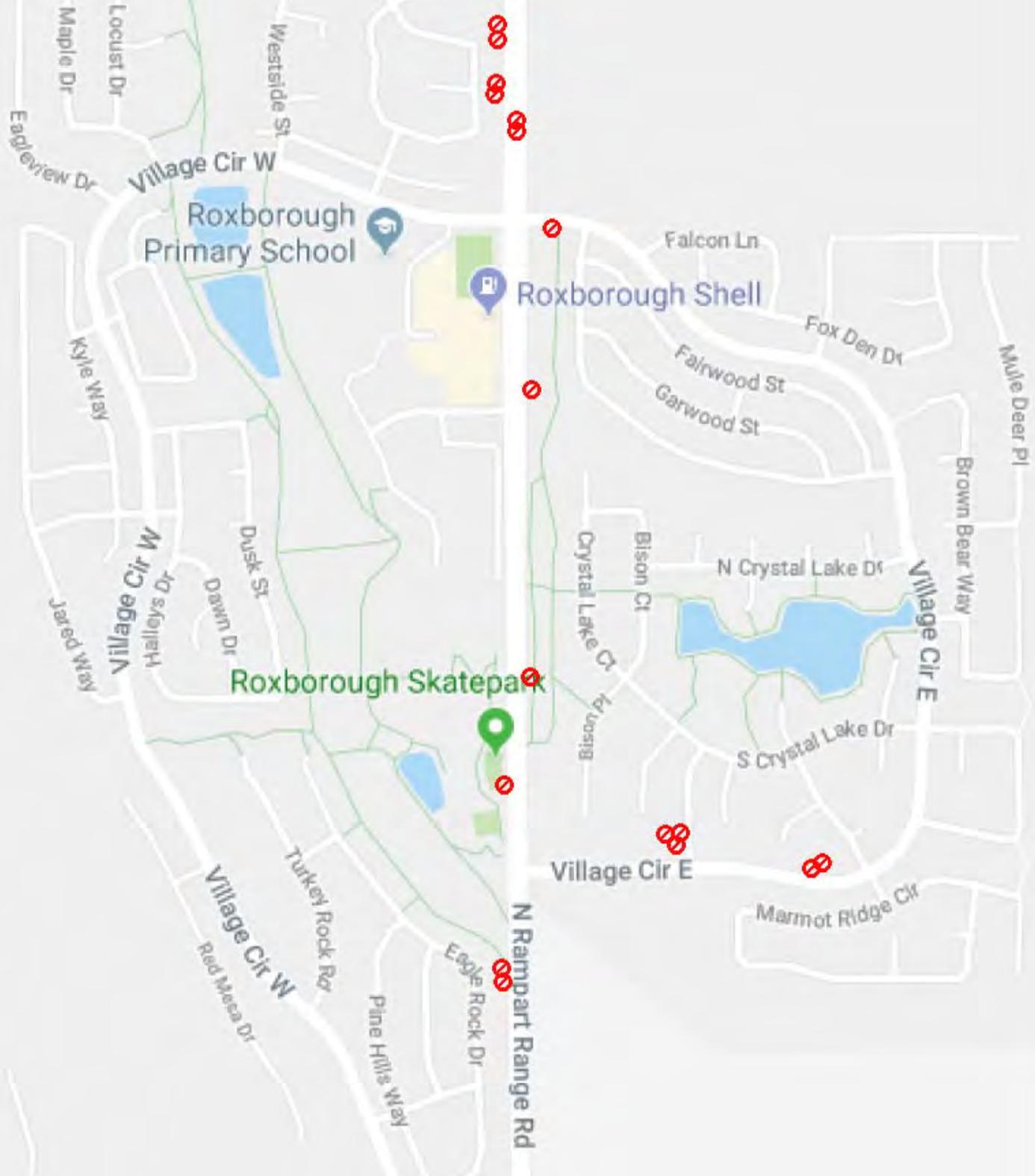


*Click here to  
check us out!*



**NO TREE REPLACEMENT**







# Bailey Tree LLC

13165 W. Yale PL.  
Lakewood, Co 80228  
720-940-6519  
baileytreetrimming@gmail.com

## PROPOSAL

Generated uniquely for

Please Email us to  
accept and schedule  
work

- Licensed with the Colorado Department of Agriculture for Pesticide Application
- Tree Services Licensed with all Cities in the Denver Metro Area
- Fully Insured with \$4m Liability & Workers Compensation Insurance

### Clifton Larson Allen 20180509

Estimator: Josh Nelson

Thursday, May 10, 2018

Roxborough Village Metropolitan District 303- 779-5710  
8390 E Crescent Parkway Suite 500  
Greenwood Village, CO 80111

Worksite: 10127 Waterton Rd  
Littleton, CO 80125

### Requested Services

Task #	Item	Description	Quantity	Cost
1	Tree(s)	<b>Tree Planting</b>	28	\$25,200.00
		Replacement Program for Conifers and one Ash		
		Hole(s) dug, tree(s) planted, and excess dirt hauled away. Tree(s) Purchased from a quality nursery. Tree(s) come with a 1 year warranty only if watering program is accepted. Bailey Tree, LLC is not liable for sprinkler damage or repair. 2" or bigger. B and B.		
		Honey Locust - 7		
		Crab Apple - 3		
		Kentucky Coffee - 12		
		Bradford Pear - 6		
		Total - 28		
				Requested Services Total:
				\$25,200.00

This estimate is for completing the job as described above. It is based on our evaluation and does not include additional services requested or required during or after this service is provided. Project timing is subject to change based on weather and other unforeseen circumstances.

Signature \_\_\_\_\_ Date \_\_\_\_\_ **Total: \$25,200.00**

#### Please Note:

- Our minimum service fee for trimming and/or removal work is \$175.00
- Our Minimum service fee for stump grinding is \$75.00
- We do not have a minimum service fee for Plant Health Care (PHC) services (injections and spraying)
- Tree services performed in the vicinity of delicate flowers and shrubs may result in some damage to those flowers and shrubs. To avoid this possibility please request a fall or winter schedule date.



International Society of Arboriculture  
(ISA) Certified Arborists  
Robert Bailey RM-0603A  
Rich Nelson RM-7199A  
Joshua Nelson RM-7986A

We accept Cash, Check, or Credit Card

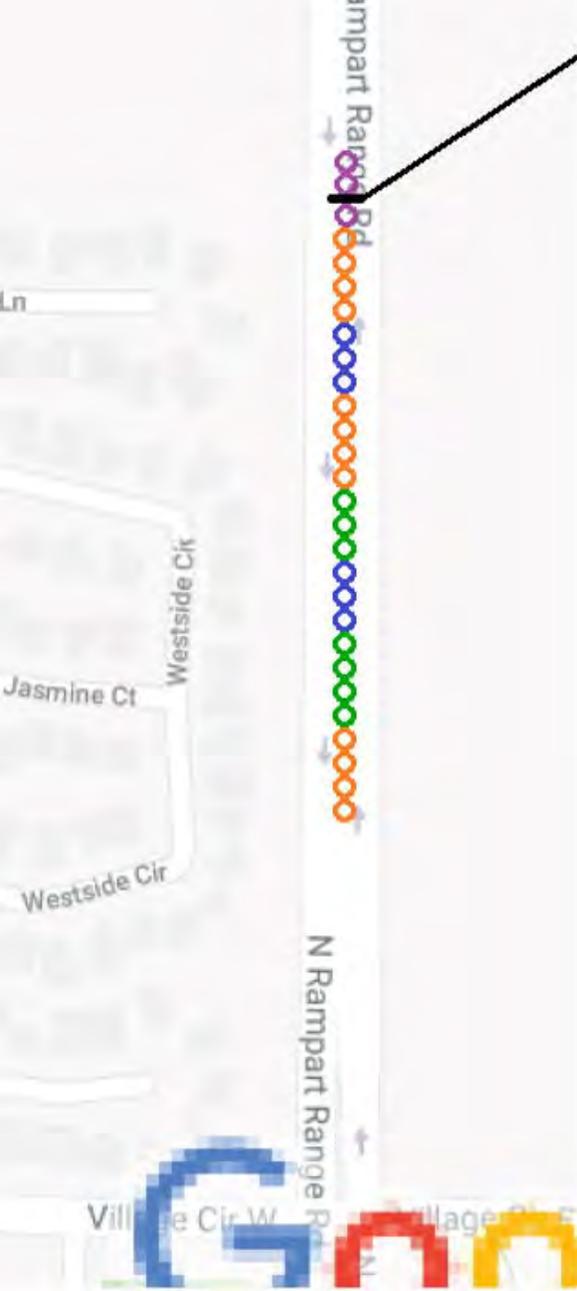
Click here to PREPAY!



Click here to  
check us out!

Page 1 of 1





Red Rocks

- 7 ● Honey Locust
- 3 ● Spring Snow Crab-Apple
- 12 ● Kentucky Coffee
- 6 ● Bradford Pear
- Total - 28



# Bailey Tree LLC

13165 W. Yale PL.  
Lakewood, Co 80228  
720-940-6519  
baileytreetrimming@gmail.com

## PROPOSAL

Generated uniquely for

Please Email us to  
accept and schedule  
work

- Licensed with the Colorado Department of Agriculture for Pesticide Application
- Tree Services Licensed with all Cities in the Denver Metro Area
- Fully Insured with \$4m Liability & Workers Compensation Insurance

### Clifton Larson Allen 201805090

Estimator: Josh Nelson

Thursday, May 10, 2018

Roxborough Village Metropolitan District 303- 779-5710  
8390 E Crescent Parkway Suite 500  
Greenwood Village, CO 80111

Worksite: 10127 Waterton Rd  
Littleton, CO 80125

### Requested Services

Task #	Item	Description	Quantity	Cost
1	Tree(s)	<b>Tree Maintenance</b>  Service should be reevaluated and preformed every three years, with reevaluation every month. Trim, remove, and, stump grind as needed. Remove debris and clean up work area. DOES NOT INCLUDE TRIMMING OF COTTONWOOD AND WILLOWS ALONG GREEN BELT.	783	\$31,595.00

Requested Services Total:

\$31,595.00

*This estimate is for completing the job as described above. It is based on our evaluation and does not include additional services requested or required during or after this service is provided. Project timing is subject to change based on weather and other unforeseen circumstances.*

Signature \_\_\_\_\_ Date \_\_\_\_\_ **Total: \$31,595.00**

#### Please Note:

- Our minimum service fee for trimming and/or removal work is \$175.00
- Our Minimum service fee for stump grinding is \$75.00
- We do not have a minimum service fee for Plant Health Care (PHC) services (injections and spraying)
- Tree services performed in the vicinity of delicate flowers and shrubs may result in some damage to those flowers and shrubs. To avoid this possibility please request a fall or winter schedule date.



International Society of Arboriculture  
(ISA) Certified Arborists

Robert Bailey RM-0603A  
Rich Nelson RM-7199A  
Joshua Nelson RM-7986A

We accept Cash, Check, or Credit Card

Click here to PREPAY!



Click here to  
check us out!



## ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

## Schedule of Cash Position

March 31, 2018

Updated as of May 10, 2018

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<b><u>FirstBank - Checking Account</u></b>				
Balance as of 3/31/18	\$ 38,843.55	\$ -	\$ 307.50	\$ 39,151.05
Subsequent activities:				
04/09/18 - Checks 1077-1078	(1,322.16)	-	(1,445.50)	(2,767.66)
April ACH - IREA	(807.44)	-	-	(807.44)
April ACH - Roxborough Water	(1,212.48)	-	-	(1,212.48)
April ACH - Xcel	(19.64)	-	-	(19.64)
April payroll and taxes	(430.60)	-	-	(430.60)
4/17/18 - Checks 1079-1094	(60,452.41)	-	-	(60,452.41)
4/30/18 - Transfer from Colostrust	58,000.00	-	2,000.00	60,000.00
<i>Anticipated May Water &amp; Sanitation payments</i>	<i>(2,000.00)</i>	-	-	<i>(2,000.00)</i>
<i>Anticipated May ACH payments - IREA</i>	<i>(900.00)</i>	-	-	<i>(900.00)</i>
<i>Anticipated May ACH payments - Xcel</i>	<i>(20.00)</i>	-	-	<i>(20.00)</i>
<i>Anticipated May payroll/taxes (ADP)</i>	<i>(650.00)</i>	-	-	<i>(650.00)</i>
<i>Anticipated May vouchers payable</i>	<i>(81,636.68)</i>	-	<i>(13,385.00)</i>	<i>(95,021.68)</i>
<i>Additional transfer from Colostrust</i>	<i>85,000.00</i>	-	<i>15,000.00</i>	<i>100,000.00</i>
<i>Anticipated Balance</i>	<u>32,392.14</u>	<u>-</u>	<u>2,477.00</u>	<u>34,869.14</u>
<b><u>Colostrust - Plus</u></b>				
Balance as of 3/31/18	984,246.93	1,264,917.87	1,077,499.46	3,326,664.26
Subsequent activities:				
4/6/18 - Metco refund	14,876.67	-	-	14,876.67
4/10/18 - March Property/SO taxes	56,960.46	81,984.37	-	138,944.83
4/13/18 - Transfer to Trustee	-	(46,192.63)	-	(46,192.63)
4/20/18 - First Impressions refund	95.08	-	-	95.08
4/30/18 - Transfer to checking	(58,000.00)	-	(2,000.00)	(60,000.00)
4/30/18 - Interest income	-	5,422.40	-	5,422.40
5/10/18 - April Property/SO taxes	82,433.29	159,930.42	-	242,363.71
<i>Anticipated transfer to checking</i>	<i>(85,000.00)</i>	-	<i>(15,000.00)</i>	<i>(100,000.00)</i>
<i>Anticipated transfer to UMB</i>	<i>-</i>	<i>(90,114.14)</i>	<i>-</i>	<i>(90,114.14)</i>
<i>Anticipated Balance</i>	<u>995,612.43</u>	<u>1,375,948.29</u>	<u>1,060,499.46</u>	<u>3,432,060.18</u>
<b><u>UMB - 1993 A &amp; B Bond Fund</u></b>				
Balance as of 3/31/18	-	1,263,338.12	-	1,263,338.12
Subsequent activities:				
4/13/18 - Transfer from Colostrust	-	46,192.63	-	46,192.63
4/30/18 - Interest income	-	808.19	-	808.19
<i>Anticipated transfer from CT</i>	<i>-</i>	<i>90,114.14</i>	<i>-</i>	<i>90,114.14</i>
<i>Anticipated Balance</i>	<u>-</u>	<u>1,400,453.08</u>	<u>-</u>	<u>1,400,453.08</u>
<b><i>Anticipated Balances</i></b>	<u><b>\$ 1,028,004.57</b></u>	<u><b>\$ 2,776,401.37</b></u>	<u><b>\$ 1,062,976.46</b></u>	<u><b>\$ 4,867,382.40</b></u>

**Yield information (as of 4/30/18):**

First Bank - 0.0%

Colostrust Plus - 2.01%

**ROXBOROUGH VILLAGE METRO DISTRICT**  
**Property Taxes Reconciliation**  
**2018**

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 80,970.58	\$ -	\$ 27,741.33	\$ -	\$ (1,214.56)	\$ 107,497.35	2.53%	2.53%	\$ 72,439.90	1.99%	1.99%
February	1,361,903.84	-	25,422.45	-	(20,428.59)	1,366,897.70	42.52%	45.05%	1,288,386.59	43.94%	45.93%
March	112,796.35	-	27,821.74	18.98	(1,692.24)	138,944.83	3.52%	48.57%	157,785.72	1.83%	47.76%
April	220,075.45	-	25,581.01	8.52	(3,301.27)	242,363.71	6.87%	55.44%	193,864.47	7.33%	55.09%
May	-	-	-	-	-	-	0.00%	55.44%	362,566.70	9.82%	64.91%
June	-	-	-	-	-	-	0.00%	55.44%	1,030,926.17	33.91%	98.82%
July	-	-	-	-	-	-	0.00%	55.44%	36,475.91	0.66%	99.48%
August	-	-	-	-	-	-	0.00%	55.44%	30,474.99	0.21%	99.70%
September	-	-	-	-	-	-	0.00%	55.44%	25,619.40	0.01%	99.71%
October	-	-	-	-	-	-	0.00%	55.44%	14,748.13	0.04%	99.75%
November	-	-	-	-	-	-	0.00%	55.44%	28,003.40	0.22%	99.97%
December	-	-	-	-	-	-	0.00%	55.44%	23,707.82	0.00%	99.97%
<b>Total</b>	<b>\$ 1,775,746.22</b>	<b>\$ -</b>	<b>\$ 106,566.53</b>	<b>\$ 27.50</b>	<b>\$ (26,636.66)</b>	<b>\$ 1,855,703.59</b>	<b>55.44%</b>	<b>55.44%</b>	<b>\$ 3,264,999.20</b>	<b>99.97%</b>	<b>99.97%</b>

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
\$ 840,033	26.23%	\$ 465,716.11	55.44%
2,362,960	73.77%	1,310,030.11	55.44%
<b>\$ 3,202,993</b>	<b>100.00%</b>	<b>\$ 1,775,746.22</b>	<b>55.44%</b>

Chatfield Farms

**Property Tax**

General Fund	\$ 840,033	26.23%	\$ 465,716.11	55.44%
Debt Service Fund	2,362,960	73.77%	1,310,030.11	55.44%
<b>Total</b>	<b>\$ 3,202,993</b>	<b>100.00%</b>	<b>\$ 1,775,746.22</b>	<b>55.44%</b>

\$ 236,721.00  
-  
**\$ 236,721.00**

**Specific Ownership Tax**

General Fund	\$ 320,300	100.00%	\$ 106,566.53	33.27%
Debt Service Fund	-	0.00%	-	0.00%
<b>Total</b>	<b>\$ 320,300</b>	<b>100.00%</b>	<b>\$ 106,566.53</b>	<b>33.27%</b>

**Treasurer's Fees**

General Fund	\$ 12,610	26.23%	\$ 6,985.86	55.40%
Debt Service Fund	35,400	73.77%	19,650.80	55.51%
<b>Total</b>	<b>\$ 48,010</b>	<b>100.00%</b>	<b>\$ 26,636.66</b>	<b>55.48%</b>

\$ 2,044.76  
-  
**\$ 2,044.76**

Roxborough Village Metropolitan District  
April Auto Pay / Transfers  
May 10, 2018

Date	Description	Amount
4/13/2018	IREA payment	\$ 807.44
4/16/2018	Water & Sanitation payment	1,212.48
4/18/2018	ADP payroll / taxes	430.60
4/27/2018	Xcel Energy	19.64
	<b>Total</b>	<b>\$ 2,470.16</b>

**Roxborough Village Metropolitan District**  
**Cash Requirement Report - Detailed**

22

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
<b>BAILEY TREE</b>	<b>Bailey Tree, LLC</b>				
Reference:	4467	Date:	05/08/18	Discount exp date:	
GL AP account:	102500	Due date:	05/08/18	Payment term:	
107597	Tree maintenance - Bailey Tree, LLC	<u>10,330.00</u>			
	Totals	10,330.00	0.00	10,330.00	10,330.00
	<b>Totals for Bailey Tree, LLC</b>	<u>10,330.00</u>	<u>0.00</u>	<u>10,330.00</u>	<u>10,330.00</u>
<b>BROWNS</b>	<b>Browns Hill Engineering &amp; Controls, LLC</b>				
Reference:	14819	Date:	04/19/18	Discount exp date:	
GL AP account:	302500	Due date:	04/19/18	Payment term:	
307805	Irrigation upgrades/replacement - Browns Hill Engineering & Controls, LLC	<u>13,385.00</u>			
	Totals	13,385.00	0.00	13,385.00	13,385.00
	<b>Totals for Browns Hill Engineering &amp; Controls, LLC</b>	<u>13,385.00</u>	<u>0.00</u>	<u>13,385.00</u>	<u>13,385.00</u>
<b>CCN</b>	<b>Colorado Community Media</b>				
Reference:	00172617	Date:	04/12/18	Discount exp date:	
GL AP account:	102500	Due date:	04/12/18	Payment term:	
107581	Election expense - Colorado Community Media	<u>16.72</u>			
	Totals	16.72	0.00	16.72	16.72
	<b>Totals for Colorado Community Media</b>	<u>16.72</u>	<u>0.00</u>	<u>16.72</u>	<u>16.72</u>
<b>CEMLAKE</b>	<b>Cem-Lake Management, Inc.</b>				
Reference:	32	Date:	04/01/18	Discount exp date:	
GL AP account:	102500	Due date:	04/01/18	Payment term:	
107594	Algae control - Cem-Lake Management, Inc.	<u>638.00</u>			
	Totals	638.00	0.00	638.00	638.00
	<b>Totals for Cem-Lake Management, Inc.</b>	<u>638.00</u>	<u>0.00</u>	<u>638.00</u>	<u>638.00</u>
<b>CLA</b>	<b>CliftonLarsonAllen, LLP</b>				
Reference:	1783726	Date:	03/31/18	Discount exp date:	
GL AP account:	102500	Due date:	03/31/18	Payment term:	
107440	District management - CliftonLarsonAllen, LLP	8,635.46			
107581	Election expense - CliftonLarsonAllen, LLP	<u>9,171.75</u>			
	Totals	17,807.21	0.00	17,807.21	17,807.21
Reference:	1822203	Date:	04/30/18	Discount exp date:	
GL AP account:	102500	Due date:	04/30/18	Payment term:	
107000	Accounting - CliftonLarsonAllen, LLP	<u>2,150.00</u>			
	Totals	2,150.00	0.00	2,150.00	2,150.00
Reference:	1825360	Date:	04/30/18	Discount exp date:	
GL AP account:	102500	Due date:	04/30/18	Payment term:	
107440	District management - CliftonLarsonAllen, LLP	8,735.19			
107581	Election expense - CliftonLarsonAllen, LLP	<u>13,706.00</u>			
	Totals	22,441.19	0.00	22,441.19	22,441.19
	<b>Totals for CliftonLarsonAllen, LLP</b>	<u>42,398.40</u>	<u>0.00</u>	<u>42,398.40</u>	<u>42,398.40</u>

**Roxborough Village Metropolitan District**  
**Cash Requirement Report - Detailed**

23

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
<b>Direct Mail</b>	<b>Direct Mail Concepts, LLC</b>				
Reference:	32854	Date:	04/30/18	Discount exp date:	
GL AP account:	102500	Due date:	04/30/18	Payment term:	
107581	Election expense - Direct Mail Concepts, LLC	<u>895.00</u>			
	Totals	895.00	0.00	895.00	895.00
	<b>Totals for Direct Mail Concepts, LLC</b>	<u>895.00</u>	<u>0.00</u>	<u>895.00</u>	<u>895.00</u>
<b>FOLKESTAD</b>	<b>Folkestad Fazekas Barrick &amp; Patoile</b>				
Reference:	23424 APR18	Date:	04/30/18	Discount exp date:	
GL AP account:	102500	Due date:	04/30/18	Payment term:	
107460	Legal services - Folkestad Fazekas Barrick & Patoile	<u>4,113.00</u>			
	Totals	4,113.00	0.00	4,113.00	4,113.00
	<b>Totals for Folkestad Fazekas Barrick &amp; Patoile</b>	<u>4,113.00</u>	<u>0.00</u>	<u>4,113.00</u>	<u>4,113.00</u>
<b>FOOTHILLS</b>	<b>Foothills Park &amp; Recreation District</b>				
Reference:	sales00000031833	Date:	04/30/18	Discount exp date:	
GL AP account:	102500	Due date:	04/30/18	Payment term:	
107600	Foothills Park and Recreation fees - Foothills Park & Recreation District	<u>1,446.19</u>			
	Totals	1,446.19	0.00	1,446.19	1,446.19
	<b>Totals for Foothills Park &amp; Recreation District</b>	<u>1,446.19</u>	<u>0.00</u>	<u>1,446.19</u>	<u>1,446.19</u>
<b>IREA</b>	<b>IREA</b>				
Reference:	85350300	Date:	04/17/18	Discount exp date:	
GL AP account:	102500	Due date:	04/17/18	Payment term:	
107701	Utilities - IREA	<u>21.45</u>			
	Totals	21.45	0.00	21.45	21.45
Reference:	25782000	Date:	04/17/18	Discount exp date:	
GL AP account:	102500	Due date:	04/17/18	Payment term:	
107701	Utilities - IREA	<u>35.60</u>			
	Totals	35.60	0.00	35.60	35.60
Reference:	21367302	Date:	04/18/18	Discount exp date:	
GL AP account:	102500	Due date:	04/18/18	Payment term:	
107701	Utilities - IREA	<u>21.57</u>			
	Totals	21.57	0.00	21.57	21.57
Reference:	25968000	Date:	04/18/18	Discount exp date:	
GL AP account:	102500	Due date:	04/18/18	Payment term:	
107701	Utilities - IREA	<u>22.13</u>			
	Totals	22.13	0.00	22.13	22.13
Reference:	85210100	Date:	04/18/18	Discount exp date:	
GL AP account:	102500	Due date:	04/18/18	Payment term:	
107701	Utilities - IREA	<u>128.86</u>			
	Totals	128.86	0.00	128.86	128.86
Reference:	85311000	Date:	04/18/18	Discount exp date:	
GL AP account:	102500	Due date:	04/18/18	Payment term:	
107701	Utilities - IREA	<u>23.60</u>			

**Roxborough Village Metropolitan District**  
**Cash Requirement Report - Detailed**

24

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Totals		23.60	0.00	23.60	23.60
Reference:	85311102	Date:	04/20/18	Discount exp date:	
GL AP account:	102500	Due date:	04/20/18	Payment term:	
107701	Utilities - IREA	<u>504.00</u>			
Totals		504.00	0.00	504.00	504.00
Reference:	26129901	Date:	04/25/18	Discount exp date:	
GL AP account:	102500	Due date:	04/25/18	Payment term:	
107701	Utilities - IREA	<u>21.79</u>			
Totals		21.79	0.00	21.79	21.79
Reference:	21419100	Date:	04/30/18	Discount exp date:	
GL AP account:	102500	Due date:	04/30/18	Payment term:	
107701	Utilities - IREA	<u>48.00</u>			
Totals		48.00	0.00	48.00	48.00
Reference:	23509300	Date:	04/30/18	Discount exp date:	
GL AP account:	102500	Due date:	04/30/18	Payment term:	
107701	Utilities - IREA	<u>18.00</u>			
Totals		18.00	0.00	18.00	18.00
<b>Totals for IREA</b>		<u>845.00</u>	<u>0.00</u>	<u>845.00</u>	<u>845.00</u>
<b>LIGHTINGMOB</b>	<b>Lighting Mobile, Inc.</b>				
Reference:	76742	Date:	05/03/18	Discount exp date:	
GL AP account:	102500	Due date:	05/03/18	Payment term:	
107801	Graffiti removal/ vandalism - Lighting Mobile, Inc.	<u>215.00</u>			
Totals		215.00	0.00	215.00	215.00
<b>Totals for Lighting Mobile, Inc.</b>		<u>215.00</u>	<u>0.00</u>	<u>215.00</u>	<u>215.00</u>
<b>LORD</b>	<b>Lord &amp; Reiser Plumbing</b>				
Reference:	460475	Date:	05/02/18	Discount exp date:	
GL AP account:	102500	Due date:	05/02/18	Payment term:	
107582	Repairs and maintenance - Lord & Reiser Plumbing	<u>935.00</u>			
Totals		935.00	0.00	935.00	935.00
<b>Totals for Lord &amp; Reiser Plumbing</b>		<u>935.00</u>	<u>0.00</u>	<u>935.00</u>	<u>935.00</u>
<b>METCO</b>	<b>METCO LANDSCAPE, INC.</b>				
Reference:	SM151692	Date:	04/01/18	Discount exp date:	
GL AP account:	102500	Due date:	04/01/18	Payment term:	
107595	Landscape contract - METCO LANDSCAPE, INC.	<u>12,771.33</u>			
Totals		12,771.33	0.00	12,771.33	12,771.33
Reference:	511461	Date:	04/01/18	Discount exp date:	
GL AP account:	102500	Due date:	04/01/18	Payment term:	
107801	Graffiti removal/ vandalism - METCO LANDSCAPE, INC.	<u>616.00</u>			
Totals		616.00	0.00	616.00	616.00
<b>Totals for METCO LANDSCAPE, INC.</b>		<u>13,387.33</u>	<u>0.00</u>	<u>13,387.33</u>	<u>13,387.33</u>

**Roxborough Village Metropolitan District**  
**Cash Requirement Report - Detailed**

25

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
<b>MULHERN Mulhern MRE Inc.</b>					
Reference:	MMRE5552	Date:	04/30/18	Discount exp date:	
GL AP account:	102500	Due date:	04/30/18	Payment term:	
107584	Engineering - Mulhern MRE Inc.	<u>1,980.00</u>			
	Totals	1,980.00	0.00	1,980.00	1,980.00
Reference:	MMRE5527	Date:	04/30/18	Discount exp date:	
GL AP account:	102500	Due date:	04/30/18	Payment term:	
107584	Engineering - Mulhern MRE Inc.	<u>3,066.04</u>			
	Totals	3,066.04	0.00	3,066.04	3,066.04
	<b>Totals for Mulhern MRE Inc.</b>	<u><u>5,046.04</u></u>	<u><u>0.00</u></u>	<u><u>5,046.04</u></u>	<u><u>5,046.04</u></u>
<b>PATRIOT Patriot Pest Control, LLC</b>					
Reference:	961816	Date:	05/01/18	Discount exp date:	
GL AP account:	102500	Due date:	05/01/18	Payment term:	
107589	Mosquito control - Patriot Pest Control, LLC	<u>2,000.00</u>			
	Totals	2,000.00	0.00	2,000.00	2,000.00
	<b>Totals for Patriot Pest Control, LLC</b>	<u><u>2,000.00</u></u>	<u><u>0.00</u></u>	<u><u>2,000.00</u></u>	<u><u>2,000.00</u></u>
<b>ROXBWATERSAN Roxborough Water &amp; San District</b>					
Reference:	7121316	Date:	04/25/18	Discount exp date:	
GL AP account:	102500	Due date:	04/25/18	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>94.71</u>			
	Totals	94.71	0.00	94.71	94.71
Reference:	7122027	Date:	04/25/18	Discount exp date:	
GL AP account:	102500	Due date:	04/25/18	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>194.72</u>			
	Totals	194.72	0.00	194.72	194.72
Reference:	7124611	Date:	04/25/18	Discount exp date:	
GL AP account:	102500	Due date:	04/25/18	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>94.71</u>			
	Totals	94.71	0.00	94.71	94.71
Reference:	7122381	Date:	04/25/18	Discount exp date:	
GL AP account:	102500	Due date:	04/25/18	Payment term:	
107702	Nonpotable water purchase usage - Roxborough Water & San District	<u>99.89</u>			
	Totals	99.89	0.00	99.89	99.89
	<b>Totals for Roxborough Water &amp; San District</b>	<u><u>484.03</u></u>	<u><u>0.00</u></u>	<u><u>484.03</u></u>	<u><u>484.03</u></u>
<b>SBPORTABOWL S&amp;B Porta Bowl Restrooms, Inc.</b>					
Reference:	390197	Date:	05/02/18	Discount exp date:	
GL AP account:	102500	Due date:	05/02/18	Payment term:	
107599	Portable restrooms - S&B Porta Bowl Restrooms, Inc.	<u>108.00</u>			
	Totals	108.00	0.00	108.00	108.00

**Roxborough Village Metropolitan District**  
**Cash Requirement Report - Detailed**

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Reference:	390196	Date:	05/02/18	Discount exp date:	
GL AP account:	102500	Due date:	05/02/18	Payment term:	
117599	Portable restrooms - S&B Porta Bowl Restrooms, Inc.	<u>108.00</u>			
	Totals	108.00	0.00	108.00	108.00
	<b>Totals for S&amp;B Porta Bowl Restrooms, Inc.</b>	<u>216.00</u>	<u>0.00</u>	<u>216.00</u>	<u>216.00</u>
	<b>Company Totals</b>	<u>96,350.71</u>	<u>0.00</u>	<u>96,350.71</u>	<u>96,350.71</u>

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**Douglas County, Colorado**

**FINANCIAL STATEMENTS**  
**December 31, 2017**

## TABLE OF CONTENTS

	<b>PAGE</b>
<b>INDEPENDENT AUDITOR’S REPORT .....</b>	<b>1</b>
 <b>BASIC FINANCIAL STATEMENTS</b>	
Government-wide Financial Statements:	
Statement of Net Position.....	1
Statement of Activities.....	2
Fund Financial Statements:	
Balance Sheet - Governmental Funds .....	3
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds.....	4
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities.....	5
General Fund - Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual.....	6
Notes to Financial Statements .....	7
 <b>SUPPLEMENTARY INFORMATION .....</b>	 <b>20</b>
Debt Service Fund - Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual.....	21
Capital Projects Fund - Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual.....	22
Schedule of Debt Service Requirements to Maturity .....	23
Five Year Summary of Assessed Valuation, Mill Levy and Property Taxes Collected .....	24

## **BASIC FINANCIAL STATEMENTS**

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**STATEMENT OF NET POSITION**  
**December 31, 2017**

	<u><b>Governmental Activities</b></u>
<b>ASSETS</b>	
Cash and investments	\$ 1,763,674
Cash and investments - Restricted	1,500,637
Receivable - County Treasurer	21,253
Property taxes receivable	3,202,993
Prepaid expenses	9,283
Capital assets, not being depreciated	2,569,002
Capital assets, net	<u>2,189,792</u>
Total assets	<u>11,261,168</u>
<b>LIABILITIES</b>	
Accounts payable	37,571
Accrued bond interest payable	6,674
Noncurrent liabilities	
Due within one year	1,570,000
Due in more than one year	<u>5,585,665</u>
Total liabilities	<u>7,199,910</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Deferred property tax revenue	<u>3,202,993</u>
Total deferred inflows of resources	<u>3,202,993</u>
<b>NET POSITION</b>	
Investment in capital assets	4,758,794
Restricted for:	
Emergency reserve	32,700
Debt service	1,461,263
Unrestricted	<u>(5,394,492)</u>
Total net position	<u><u>\$ 858,265</u></u>

These financial statements should be read only in connection with  
the accompanying notes to financial statements.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**STATEMENT OF ACTIVITIES**  
**December 31, 2017**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expense)</u>
		<u>Charges</u> <u>for</u> <u>Services</u>	<u>Operating</u> <u>Grants and</u> <u>Contributions</u>	<u>Capital</u> <u>Grants and</u> <u>Contributions</u>	<u>Revenue and</u> <u>Changes in</u> <u>Net Position</u>
					<u>Governmental</u> <u>Activities</u>
Primary government:					
Governmental activities:					
General government	\$ 296,156	\$ -	\$ -	\$ -	\$ (296,156)
Parks	676,219	100	-	33,768	(642,351)
Interest and related costs on long-term debt	525,505	-	-	-	(525,505)
	<u>\$ 1,497,880</u>	<u>\$ 100</u>	<u>\$ -</u>	<u>\$ 33,768</u>	<u>(1,464,012)</u>
General revenue:					
Property taxes					2,895,507
Specific ownership taxes					317,280
Net investment income					38,903
Other					2,602
Total general revenue					<u>3,254,292</u>
Change in net position					1,790,280
Net position - Beginning					(932,015)
Net position - Ending					<u>\$ 858,265</u>

These financial statements should be read only in connection with  
the accompanying notes to financial statements.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
December 31, 2017**

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Totals Governmental Funds</u>
<b>ASSETS</b>				
Cash and investments	\$ 372,907	\$ -	\$ 1,390,767	\$ 1,763,674
Cash and investments - Restricted	32,700	1,467,937	-	1,500,637
Accounts receivable	4,534	-	-	4,534
Receivable - County Treasurer	21,253	-	-	21,253
Property taxes receivable	840,033	2,362,960	-	3,202,993
Prepaid expenses	9,283	-	-	9,283
<b>TOTAL ASSETS</b>	<u>\$ 1,280,710</u>	<u>\$ 3,830,897</u>	<u>\$ 1,390,767</u>	<u>\$ 6,502,374</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>LIABILITIES</b>				
Accounts payable	\$ 37,571	\$ -	\$ -	\$ 37,571
Total liabilities	<u>37,571</u>	<u>-</u>	<u>-</u>	<u>37,571</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred property tax revenue	840,033	2,362,960	-	3,202,993
Total deferred inflows of resources	<u>840,033</u>	<u>2,362,960</u>	<u>-</u>	<u>3,202,993</u>
<b>FUND BALANCES</b>				
Nonspendable	9,283	-	-	9,283
Restricted for:				
Emergency reserves	32,700	-	-	32,700
Debt service	-	1,467,937	-	1,467,937
Assigned:				
Subsequent year's expenditures	64,437	-	-	64,437
Capital projects	-	-	1,390,767	1,390,767
Unassigned	296,686	-	-	296,686
Total fund balances	<u>403,106</u>	<u>1,467,937</u>	<u>1,390,767</u>	<u>3,261,810</u>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>	<u>\$ 1,280,710</u>	<u>\$ 3,830,897</u>	<u>\$ 1,390,767</u>	

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	4,758,794
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.	
Bonds payable	(6,899,560)
Developer advance payable	(209,734)
Accrued bond interest payable	(6,674)
Accrued developer advance interest payable	(46,371)
Net position of governmental activities	<u>\$ 858,265</u>

These financial statements should be read only in connection with  
the accompanying notes to the financial statements.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS**  
**Year Ended December 31, 2017**

	General	Debt Service	Capital Projects	Total Governmental Funds
<b>REVENUES</b>				
Property taxes	\$ 759,390	\$ 2,136,117	\$ -	\$ 2,895,507
Specific ownership taxes	317,280	-	-	317,280
Conservation trust funds	-	-	33,768	33,768
Net investment income	10,276	28,627	-	38,903
Sports field revenue	100	-	-	100
Miscellaneous	1,642	960	-	2,602
Total revenues	<u>1,088,688</u>	<u>2,165,704</u>	<u>33,768</u>	<u>3,288,160</u>
<b>EXPENDITURES</b>				
Current				
Accounting	32,139	-	-	32,139
Audit	4,950	-	-	4,950
County Treasurer's fees	11,397	32,058	-	43,455
Directors' fees	5,900	-	-	5,900
Dues and subscriptions	1,624	-	-	1,624
Engineering	14,376	-	-	14,376
Foothills Park and Recreation fees	12,528	-	-	12,528
Insurance and bonds	8,938	-	-	8,938
Legal	57,642	-	-	57,642
Maintenance and utilities - Park	480,646	-	-	480,646
Management	98,466	-	-	98,466
Miscellaneous	1,060	-	-	1,060
Payroll tax	451	-	-	451
Repairs and maintenance	35,318	-	-	35,318
Seasonal lights	11,668	-	-	11,668
Snow removal	14,075	-	-	14,075
Debt service				
Bond principal	-	1,480,000	-	1,480,000
Bond interest expense	-	479,440	-	479,440
Paying agent and trustee fees	-	2,700	-	2,700
Capital outlay / expenditures	-	-	54,102	54,102
Total expenditures	<u>791,178</u>	<u>1,994,198</u>	<u>54,102</u>	<u>2,839,478</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>297,510</u>	<u>171,506</u>	<u>(20,334)</u>	<u>448,682</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Operating transfers in	-	-	286,000	286,000
Operating transfers out	(286,000)	-	-	(286,000)
Total other financing sources (uses)	<u>(286,000)</u>	<u>-</u>	<u>286,000</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCES</b>	11,510	171,506	265,666	448,682
<b>FUND BALANCES - BEGINNING OF YEAR</b>	391,596	1,296,431	1,125,101	2,813,128
<b>FUND BALANCES - END OF YEAR</b>	<u>\$ 403,106</u>	<u>\$ 1,467,937</u>	<u>\$ 1,390,767</u>	<u>\$ 3,261,810</u>

These financial statements should be read only in connection with  
the accompanying notes to the financial statements.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
RECONCILIATION OF THE STATEMENT OF REVENUES,  
EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS  
TO THE STATEMENT OF ACTIVITIES  
Year Ended December 31, 2017**

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - Total governmental funds	\$	448,682
--	----	---------

Governmental funds report capital outlays as expenditures. In the statement of activities capital outlay is not reported as an expenditure. However, the statement of activities will report as depreciation expense the allocation of the cost of any depreciable asset over the estimated useful life of the asset. Therefore, this is the amount of capital outlay, net of depreciation, in the current period.		(127,095)
--	--	-----------

The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. The net effect of these differences in the treatment of long-term debt and related items is as follows:

Accrued interest on Developer advance	\$ (12,584)		
Current year bond principal payment	1,480,000		
			1,467,416

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Accrued interest on bonds - Change in liability		1,277
---	--	-------

Change in net position of governmental activities	\$	1,790,280
---	----	-----------

These financial statements should be read only in connection with  
the accompanying notes to financial statements.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES - BUDGET AND ACTUAL  
Year Ended December 31, 2017**

	<u>Budget Original and Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUES</b>			
Property taxes	\$ 759,612	\$ 759,390	\$ (222)
Specific ownership taxes	260,700	317,280	56,580
Net investment income	12,000	10,276	(1,724)
Sports field fees	2,000	100	(1,900)
Miscellaneous income	2,000	1,642	(358)
Total revenues	<u>1,036,312</u>	<u>1,088,688</u>	<u>52,376</u>
<b>EXPENDITURES</b>			
Accounting	32,000	32,139	(139)
Audit	4,500	4,950	(450)
Communications	1,000	-	1,000
Contingency	30,000	-	30,000
County Treasurer's fees	11,400	11,397	3
Directors' fees	7,200	5,900	1,300
Dues and subscriptions	1,200	1,624	(424)
Engineering	25,000	14,376	10,624
Foothills Park and Recreation fees	15,000	12,528	2,472
Insurance and bonds	9,000	8,938	62
Legal	70,000	57,642	12,358
Maintenance and utilities - Park	530,000	480,646	49,354
Management	80,000	98,466	(18,466)
Miscellaneous	4,000	1,060	2,940
Payroll tax	550	451	99
Repairs and maintenance	30,000	35,318	(5,318)
Seasonal lights	13,000	11,668	1,332
Snow removal	30,000	14,075	15,925
Total expenditures	<u>893,850</u>	<u>791,178</u>	<u>102,672</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>142,462</u>	<u>297,510</u>	<u>155,048</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
Operating transfers out	(286,000)	(286,000)	-
Total other financing sources (uses)	<u>(286,000)</u>	<u>(286,000)</u>	<u>-</u>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES</b>	(143,538)	11,510	155,048
<b>FUND BALANCES - BEGINNING OF YEAR</b>	<u>457,641</u>	<u>391,596</u>	<u>(66,045)</u>
<b>FUND BALANCES - END OF YEAR</b>	<u>\$ 314,103</u>	<u>\$ 403,106</u>	<u>\$ 89,003</u>

These financial statements should be read only in connection with  
the accompanying notes to the financial statements.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2017**

**NOTE 1 - DEFINITION OF REPORTING ENTITY**

Roxborough Village Metropolitan District (the District), a quasi-municipal corporation, was organized on July 24, 1985, and is governed pursuant to provisions of the Colorado Special District Act. The District operates under a Service Plan approved by Douglas County on July 24, 1985. The District's service area is located in Douglas County, Colorado. The District was established to provide irrigation, drainage and storm facilities, street improvements, park and recreational facilities.

The District follows the Governmental Accounting Standards Boards (GASB) accounting pronouncements, which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

The District is not financially accountable for any other organization, nor is the District a component unit of any other primary governmental entity.

The District has no employees and all operation and administrative functions are contracted.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The more significant accounting policies of the District are described as follows:

**Government-wide and Fund Financial Statements**

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenues.

The statement of net position reports all financial and capital resources of the District. The difference between the assets plus deferred outflows and liabilities plus deferred inflows of the District is reported as net position.

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2017**

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

**Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met. Depreciation is computed and recorded as an operating expense. Expenditures for capital assets are shown as increases in assets and redemption of bonds and notes are recorded as a reduction in liabilities.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes. Expenditures, other than interest on long-term obligations are recorded when the liability is incurred or the long-term obligation is due. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental funds:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Debt Service Fund accounts for the resources accumulated and payments made for principal and interest on long-term debt of the governmental funds.

The Capital Projects Fund is used to account for financial resources to be used for the acquisition and construction of capital equipment and facilities.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2017**

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Budgets**

In accordance with the Colorado State Budget Law, the District's Board of Directors holds public hearings in the fall of each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures level and lapses at year end. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

**Pooled Cash and Investments**

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a single bank account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically based upon each fund's average equity balance in the total cash.

**Property Taxes**

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to assess the property tax obligation of the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April, or at the taxpayer's election, in equal installments in February and June. Delinquent taxpayers are notified in August and the sales of the resultant tax liens on delinquent properties are generally held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflows in the year they are levied and measurable. The unearned property tax revenues are recorded as revenue in the year they are available or collected.

**Capital Assets**

Capital assets, which include property, equipment, and infrastructure assets (e.g. trails, sidewalks and similar items), are reported in the governmental activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2017**

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed assets, as applicable. Depreciation expense has been computed using the straight-line method over the estimated economic useful lives:

Infrastructure:

Drainage/irrigation improvements	25 years
Park and recreation facilities	15-35 years

**Deferred Inflows**

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category. Accordingly, the item, *deferred property tax revenue*, is deferred and recognized as an inflow of resources in the period that the amount becomes available.

**Equity**

***Net Position***

For government-wide presentation purposes when both restricted and unrestricted resources are available for use, it is the government's practice to use restricted resources first, then unrestricted resources as they are needed.

***Fund Balance***

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

- *Nonspendable fund balance* – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.
- *Restricted fund balance* – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2017**

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

- *Committed fund balance* – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government’s highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.
- *Assigned fund balance* – The portion of fund balance that is constrained by the government’s intent to be used for specific purposes, but is neither restricted nor committed. Intent is expressed by the Board of Directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.
- *Unassigned fund balance* – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the District’s practice to use the most restrictive classification first.

**NOTE 3 - CASH AND INVESTMENTS**

Cash and investments as of December 31, 2017, are classified in the accompanying financial statements as follows:

Statement of net position and balance sheet:

Cash and investments	\$ 1,763,674
Cash and investments - Restricted	<u>1,500,637</u>
Total cash and investments	<u><u>\$ 3,264,311</u></u>

Cash and investments as of December 31, 2017, consist of the following:

Deposits with financial institutions	\$ 25,915
Investments	<u>3,238,396</u>
Total cash and investments	<u><u>\$ 3,264,311</u></u>

**Deposits with Financial Institutions**

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least 102% of the aggregate uninsured deposits.

The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2017**

**NOTE 3 - CASH AND INVESTMENTS (CONTINUED)**

At December 31, 2017, the District's cash deposits had a bank balance of \$29,944 and a carrying balance of \$25,915.

**Investments**

The District has not adopted a formal investment policy; however, the District follows state statutes regarding investments.

The District generally limits its concentration of investments to those noted with an asterisk (\*) below, which are believed to have minimal credit risk, minimal interest rate risk and no foreign currency risk. Additionally, the District is not subject to concentration risk or investment custodial risk disclosure requirements for investments that are in the possession of another party.

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the Board of Directors. Such actions are generally associated with a debt service reserve or sinking fund requirements.

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- \* Obligations of the United States and certain U.S. government agency securities
- . General obligation and revenue bonds of U.S. local government entities
- . Certain certificates of participation
- . Certain securities lending agreements
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Certain corporate bonds
- . Written repurchase agreements collateralized by certain authorized securities
- . Certain reverse repurchase agreements
- . Certain securities lending agreements
- \* Certain money market funds
- . Guaranteed investment contracts
- \* Local government investment pools

**Fair Value Measurement and Application**

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets, Level 2 inputs are significant other observable inputs, and Level 3 inputs are significant unobservable inputs. Investments not measured at fair value and not categorized include governmental money market funds, money market funds (generally held by Bank Trust Departments in their role as paying agent or trustee), CSAFE which is recorded at amortized cost, and COLOTRUST which is recorded at net asset value.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2017**

**NOTE 3 - CASH AND INVESTMENTS (CONTINUED)**

As of December 31, 2017, the District had the following investments:

<b>Investment</b>	<b>Maturity</b>	<b>Amount</b>
Colorado Local Government Liquid Asset Trust (COLOTRUST)	Weighted average under 60 days	\$ 2,567,462
Morgan Stanley Institutional Liquidity Market Mutual Fund	Less than 1 year	<u>670,934</u>
		<u>\$ 3,238,396</u>

**COLOTRUST**

The District invested in the Colorado Local Government Liquid Asset Trust (COLOTRUST) (the Trust), an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces all State statutes governing the Trust. The Trust operates similarly to a money market fund and each share is equal in value to \$1.00. The Trust offers shares in two portfolios, COLOTRUST PRIME and COLOTRUST PLUS+. Both portfolios may invest in U.S. Treasury securities and repurchase agreements collateralized by U.S. Treasury securities. COLOTRUST PLUS+ may also invest in certain obligations of U.S. government agencies, highest rated commercial paper and any security allowed under CRS 24-75-601. A designated custodial bank serves as custodian for the Trust's portfolios pursuant to a custodian agreement. The custodian acts as safekeeping agent for the Trust's investment portfolios and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by the Trust. COLOTRUST is rated AAAM by Standard & Poor's. COLOTRUST records its investments at fair value and the District records its investment in COLOTRUST using the net asset value method. There are no unfunded commitments, the redemption frequency is daily and there is no redemption notice period.

**Morgan Stanley Institutional Liquidity Funds Treasury Portfolio**

The debt service money that was included in the trust accounts at United Missouri Bank (UMB) (successor of American National Bank) was invested in the Morgan Stanley Institutional Liquidity Funds Treasury Portfolio. This portfolio is a money market mutual fund which invests in U.S. Treasury obligations, which are fully guaranteed as to principal and interest by the United States, with maturities of 13 months or less and repurchase agreements collateralized by U.S. Treasury obligations. The Morgan Stanley Institutional Liquidity Funds Treasury Portfolio is rated AAAM by Standard & Poor's and Aaa-mf by Moody's.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2017**

**NOTE 4 - CAPITAL ASSETS**

An analysis of the changes in capital assets for the year ended December 31, 2017, follows:

	<b>Balance at December 31, 2016</b>	<b>Increases</b>	<b>Decreases</b>	<b>Balance at December 31, 2017</b>
<b>Governmental Activities:</b>				
Capital assets, not being depreciated:				
Drainage/irrigation improvements	\$ 693,211	\$ -	\$ -	\$ 693,211
Landscape median renovation	100,762	-	-	100,762
Park and recreation facilities	1,123,364	-	-	1,123,364
Water rights	628,760	-	-	628,760
Land	22,905	-	-	22,905
Total capital assets, not being depreciated	<u>2,569,002</u>	<u>-</u>	<u>-</u>	<u>2,569,002</u>
Capital assets, being depreciated:				
Drainage/irrigation improvements	1,087,574	6,934	-	1,094,508
Park and recreation facilities	2,683,356	38,238	-	2,721,594
Parking lot improvements	206,217	-	-	206,217
Total capital assets, being depreciated	<u>3,977,147</u>	<u>45,172</u>	<u>-</u>	<u>4,022,319</u>
Less accumulated depreciation for:				
Drainage/irrigation improvements	348,424	45,676	-	394,100
Park and recreation facilities	1,286,920	120,699	-	1,407,619
Parking lot improvements	24,916	5,892	-	30,808
Total accumulated depreciation	<u>1,660,260</u>	<u>172,267</u>	<u>-</u>	<u>1,832,527</u>
Total capital assets, being depreciated, net	<u>2,316,887</u>	<u>(127,095)</u>	<u>-</u>	<u>2,189,792</u>
Governmental activities capital assets, net	<u>\$ 4,885,889</u>	<u>\$ (127,095)</u>	<u>\$ -</u>	<u>\$ 4,758,794</u>

Depreciation expense of \$172,267 was charged to the Parks function on the statement of activities.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2017**

**NOTE 5 - LONG-TERM OBLIGATIONS**

The following is an analysis of the changes in long-term obligations for the year ended December 31, 2017:

	<u>Balance at December 31, 2016</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance at December 31, 2017</u>	<u>Due Within One Year</u>
<b>Governmental Activities:</b>					
General obligation bonds payable:					
Series 1993B - Principal only	\$ 3,679,560	\$ -	\$ 725,000	\$ 2,954,560	\$ 800,000
Series 2014	4,700,000	-	755,000	3,945,000	770,000
Total bonds payable	<u>8,379,560</u>	<u>-</u>	<u>1,480,000</u>	<u>6,899,560</u>	<u>1,570,000</u>
Developer advance payable:					
Principal	209,734	-	-	209,734	-
Interest	33,787	12,584	-	46,371	-
Total developer advance payable	<u>243,521</u>	<u>12,584</u>	<u>-</u>	<u>256,105</u>	<u>-</u>
Total long-term obligations	<u>\$ 8,623,081</u>	<u>\$ 12,584</u>	<u>\$ 1,480,000</u>	<u>\$ 7,155,665</u>	<u>\$ 1,570,000</u>

Descriptions of the bonds outstanding at December 31, 2017, are as follows:

**Series 1993 Bonds**

The bonds are payable only from the revenue from the voter approved mill levy (December 1992 election) to generate a "guaranteed revenue" deposited directly to the Trustee and restricted for Series A and B, including interest earned on the cash deposited. The requirement for a replenishable reserve of \$50,000 ended in 2003. Any unpaid interest compounds semi-annually.

**1993 Series B Principal Only**

\$6,247,629 of principal bears interest at 10.41%, payable semiannually, and matures December 31, 2021. The Series B Principal Only Bonds are subject to mandatory redemption in increasing amounts in 2000 through 2021. The bonds are not callable at the option of the District.

**Series 2014 Bonds**

**\$6,390,000 General Obligation Refunding Bonds, Series 2014, dated October 24, 2014,** with interest of 2.03%. The Bond is payable semiannually and matures December 1, 2021, and is subject to mandatory redemption at increasing amounts beginning in 2014 through 2021. The Series 2014 Bonds are not subject to redemption prior to maturity.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2017**

**NOTE 5 - LONG-TERM OBLIGATIONS (CONTINUED)**

The District's long-term obligations will mature as follows:

	<b>Governmental Activities</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2018	\$ 1,570,000	\$ 387,654	\$ 1,957,654
2019	1,670,000	288,743	1,958,743
2020	1,775,000	185,706	1,960,706
2021	1,884,560	74,254	1,958,814
	<u>\$ 6,899,560</u>	<u>\$ 936,357</u>	<u>\$ 7,835,917</u>

At a special election held December 30, 1992, a majority of the qualified electors of the District authorized the issuance of indebtedness in an amount not to exceed \$14,000,000 at an interest rate not to exceed 10.6% per annum. As of December 31, 2013, all of the authorized debt had been issued.

The authorization provided that the bonds would be subject to a minimum mill levy for property taxes which increases from 16.0 mills in 1993 to 39.500 mills in 2005 through 2042 adjusted for changes in the State mandated assessment procedures, and the levy must be sufficient to generate a minimum revenue as stated in the ballot question.

Changes to the calculation under the State Constitution required the minimum mill levy to adjust to 72.877 mills for the 2018 collection.

Due to the refunding of the 1993 Series B Interest Only Bonds and the 1993 Series B Interest Certificates in 2004, the District levied 34.000 mills in 2017 for collection of \$2,362,960 of property taxes in 2018 for debt service, which was adequate to meet the new debt service requirements for 2018.

On November 2, 2004, a majority of the qualified electors of the District authorized the issuance of indebtedness in an amount not to exceed \$10,500,000 at an interest rate not to exceed 7% per annum. At December 31, 2017, the District had authorized but unissued indebtedness of \$475,000 for the purpose of debt refunding.

See Note 11 for terms of the Developer Inclusion and Reimbursement Agreement.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2017**

**NOTE 6 - NET POSITION**

The District has net position consisting of three components – investment in capital assets, restricted, and unrestricted.

Investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. As of December 31, 2017, the District had investment in capital assets calculated as follows:

	<b>Governmental Activities</b>
Investment in capital assets	
Capital assets, net	\$ 4,758,794
Investment in capital assets	\$ 4,758,794

Restricted assets include net position that is restricted for use either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The District had restricted net position as of December 31, 2017, as follows:

Emergencies (see Note 10)	\$ 32,700
Debt service	1,461,263
	\$ 1,493,963

The District has a deficit in unrestricted net position. This deficit amount was the result of the District being responsible for the repayment of bonds issued for the public improvements which were conveyed to other governmental entities and which costs were removed from the District's financial records.

**NOTE 7 – INTERFUND AND OPERATING TRANSFERS**

The transfer from the General Fund to the Capital Projects Fund was made to accumulate adequate funds in the Capital Projects Fund to make future major capital asset purchases.

**NOTE 8 - RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees; or acts of God.

The District is a member of the Colorado Special Districts Property and Liability Pool (Pool) as of December 31, 2017. The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery and workers compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2017**

**NOTE 8 - RISK MANAGEMENT (CONTINUED)**

The District pays annual premiums to the Pool for liability, property, workers compensation and public officials' liability. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

**NOTE 9 - CONSERVATION TRUST FUND ENTITLEMENT**

The District was entitled to and received \$33,768 from the State of Colorado Lottery based upon a formula considering population within the District. The funds are restricted under the State Conservation Trust Fund statutes to acquisition, development and maintenance of parks and recreation facilities.

**NOTE 10 - TAX, SPENDING AND DEBT LIMITATIONS**

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of rights (TABOR), contains tax, spending, revenue and debt limitations, which apply to the State of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

On November 6, 2001, a majority of the District's electors who voted at the November 6, 2001 election authorized the District to collect and spend or retain in a reserve the full amount of revenue generated from all sources during fiscal year 2002 and subsequent years.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the Emergency Reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year spending limits will require judicial interpretation.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2017**

**NOTE 11 - INCLUSION AND REIMBURSEMENT AGREEMENT**

On December 2, 1999, a parcel of land (commonly known as Chatfield Farms) was included into the District. This land is subject to all property taxes levied by the District, including debt service taxes. The District also entered into a Reimbursement Agreement with the owner of Chatfield Farms. Under the Agreement, the District may reimburse the owner for the costs of specifically described park, trail and landscaping improvements (not to exceed \$1,209,200), after such improvements have been constructed by the landowner and accepted for maintenance by the District. The District is only obligated to reimburse the owner if annual property tax revenue generated from Chatfield Farms exceeds related annual maintenance, administrative and capital reserve costs (Related Costs). If any year's property tax revenues are insufficient to pay for the Related Costs, the District may recover such shortfalls from future property tax revenue. Interest on unreimbursed costs to the owner and interest on any shortfalls in the District's Related Costs will each accrue interest at the rate of six percent (6%) per annum. Any unpaid reimbursement amounts and accrued interest thereon which are not paid on or before August 10, 2029, shall be forgiven, and the District shall have no further obligation or liability with respect to such reimbursements or interest thereon.

In 2012, the District accepted \$359,615 in public improvements constructed by the owner of Chatfield Farms. The District did not make a payment for 2016, however, does anticipate making a payment of \$42,814 for 2017 in 2018. At December 31, 2017, the outstanding principal was \$209,734 with accrued interest of \$46,371.

This information is an integral part of the accompanying financial statements.

**SUPPLEMENTARY INFORMATION**

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
DEBT SERVICE FUND  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES - BUDGET AND ACTUAL  
Year Ended December 31, 2017**

	<u>Budget Original and Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUES</b>			
Property taxes	\$ 2,136,742	\$ 2,136,117	\$ (625)
Net investment income	5,000	28,627	23,627
Miscellaneous income	-	960	960
Total revenues	<u>2,141,742</u>	<u>2,165,704</u>	<u>23,962</u>
<b>EXPENDITURES</b>			
County Treasurer's fees	32,100	32,058	42
Bond principal - 1993 bonds	725,000	725,000	-
Bond principal - 2014 bonds	755,000	755,000	-
Interest expense - 1993 bonds	383,043	384,030	(987)
Interest expense - 2014 bond	95,410	95,410	-
Paying agent and trustee fees	2,700	2,700	-
Contingency	5,000	-	5,000
Total expenditures	<u>1,998,253</u>	<u>1,994,198</u>	<u>4,055</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	143,489	171,506	28,017
<b>FUND BALANCES - BEGINNING OF YEAR</b>	<u>1,301,569</u>	<u>1,296,431</u>	<u>(5,138)</u>
<b>FUND BALANCES - END OF YEAR</b>	<u>\$ 1,445,058</u>	<u>\$ 1,467,937</u>	<u>\$ 22,879</u>

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
CAPITAL PROJECTS FUND  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES - BUDGET AND ACTUAL  
Year Ended December 31, 2017**

	<b>Budget Original and Final</b>	<b>Actual Amounts</b>	<b>Variance with Final Budget Positive (Negative)</b>
<b>REVENUES</b>			
Conservation trust funds	\$ 32,000	\$ 33,768	\$ 1,768
Net investment income	500	-	(500)
Miscellaneous	1,000	-	(1,000)
Total revenues	<u>33,500</u>	<u>33,768</u>	<u>268</u>
<b>EXPENDITURES</b>			
Accounting	3,000	-	3,000
Engineering	10,000	-	10,000
Legal	5,000	-	5,000
Management	15,000	-	15,000
Repay Developer	42,814	-	42,814
Contingency	100,000	-	100,000
Capital outlay / expenditures			
Baseball field improvements	30,000	38,238	(8,238)
Irrigation upgrade/replacement	35,000	6,934	28,066
Parking lot improvements	30,000	-	30,000
Playground equipment	-	1,997	(1,997)
Trails/bike path	15,000	-	15,000
Water rights enhancements	30,000	6,933	23,067
Total expenditures	<u>315,814</u>	<u>54,102</u>	<u>261,712</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(282,314)</u>	<u>(20,334)</u>	<u>261,980</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
Operating transfers in	286,000	286,000	-
Total other financing sources (uses)	<u>286,000</u>	<u>286,000</u>	<u>-</u>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES</b>	3,686	265,666	261,980
<b>FUND BALANCES - BEGINNING OF YEAR</b>	<u>1,023,628</u>	<u>1,125,101</u>	<u>101,473</u>
<b>FUND BALANCES - END OF YEAR</b>	<u>\$ 1,027,314</u>	<u>\$ 1,390,767</u>	<u>\$ 363,453</u>

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**  
**SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**  
**December 31, 2017**

<b>Year Ended December 31,</b>	<b>1993 Series B Principal Only Bonds Interest Rate 10.41% Principal Paid December 31 Interest Paid June 30 and December 31</b>		<b>2014 Series - \$6,390,000 General Obligation Refunding Bond Dated October 24, 2014 Interest Rate 2.03% Interest Paid June 1 and December 1</b>		<b>Total</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Principal</b>	<b>Interest</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
	<b>Principal</b>	<b>Interest</b>	<b>Principal</b>	<b>Interest</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2018	\$ 800,000	\$ 307,570	\$ 770,000	\$ 80,084	\$ 1,570,000	\$ 387,654	\$ 1,957,654
2019	825,000	224,290	845,000	64,453	1,670,000	288,743	1,958,743
2020	900,000	138,407	875,000	47,299	1,775,000	185,706	1,960,706
2021	429,560	44,717	1,455,000	29,537	1,884,560	74,254	1,958,814
	<u>\$ 2,954,560</u>	<u>\$ 714,984</u>	<u>\$ 3,945,000</u>	<u>\$ 221,373</u>	<u>\$ 6,899,560</u>	<u>\$ 936,357</u>	<u>\$ 7,835,917</u>

This schedule represents the principal and interest due on the currently outstanding debt in accordance with the "Plan" of Debt Reorganization approved August 9, 1993. Actual cash payments may be more or less than displayed. Unpaid interest accrues and compounds on all series.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
FIVE YEAR SUMMARY OF ASSESSED VALUATION,  
MILL LEVY AND PROPERTY TAXES COLLECTED  
December 31, 2017**

<u>Year Ended December 31,</u>	<u>Prior Year Assessed Valuation for Current Year Property Tax Levy</u>	<u>Mills Levied</u>			<u>Total Property Taxes</u>		<u>Percent Collected to Levied</u>
		<u>General Fund</u>		<u>Debt Service Fund</u>	<u>Levied</u>	<u>Collected</u>	
2013	\$ 52,585,810	12.239	(1)	45.000	\$ 3,009,959	\$ 2,969,748	98.7%
2014	\$ 53,911,600	12.418	(2)	39.300	\$ 2,788,200	\$ 2,754,291	98.8%
2015	\$ 53,712,330	12.380	(3)	39.300	\$ 2,775,853	\$ 2,758,741	99.4%
2016	\$ 62,429,520	12.904	(4)	35.900	\$ 3,046,810	\$ 3,028,996	99.4%
2017	\$ 62,669,960	12.216	(5)	34.000	\$ 2,896,354	\$ 2,895,507	100.0%
Estimated for calendar year ending December 31, 2018	\$ 69,216,490	12.275	(6)	34.000	\$ 3,202,993		

**NOTE:**

Property taxes collected in any one year include collection of delinquent property taxes levied in prior years. Information received from the County Treasurer does not permit identification of specific year of levy.

- (1) The 2013 General Fund mill levy includes 0.152 mills for refunds and abatements.
- (2) The 2014 General Fund mill levy includes 0.331 mills for refunds and abatements.
- (3) The 2015 General Fund mill levy includes 0.293 mills for refunds and abatements.
- (4) The 2016 General Fund mill levy includes 0.817 mills for refunds and abatements.
- (5) The 2017 General Fund mill levy includes 0.129 mills for refunds and abatements.
- (6) The 2018 General Fund mill levy includes 0.188 mills for refunds and abatements.

## LICENSE AGREEMENT

This License Agreement is made between the Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen, LLP, 8390 E. Crescent Parkway, Suite 600, Greenwood Village, Colorado 80111-2811 (the “District”), and Arrowhead Shores Homeowners Association, Inc., a Colorado nonprofit corporation, whose address is c/o KC & Associates, LLC, 10106 W. San Juan Way, Suite 210, Littleton, Colorado 80127 (“Arrowhead”) (collectively, the “Parties”).

### RECITALS

A. The District owns certain real property located in Douglas County, Colorado, more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the “District Property”).

B. Arrowhead seeks to conduct a fireworks display on the District Property for the benefit of the entire Roxborough Village community on June 9, 2018.

C. By that certain Agreement for Services, dated January 3, 2018, and by that certain Addendum dated \_\_\_\_\_, 2018 (jointly, “Fireworks Agreement”), Arrowhead entered into a services agreement with Tri-State Fireworks, Inc., for the provision of a fireworks display on June 9, 2018, and other related services.

D. The District wishes that to grant Arrowhead a license enabling Arrowhead to enter upon the District Property for the purpose of conducting the fireworks display, on the terms and conditions set forth herein.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of License. The District hereby grants to Arrowhead a license for use of the District Property on a non-exclusive basis. In granting the License, the District reserves the right to make use of the District Property for any purpose, provided that it does unreasonably interfere or conflict with Arrowhead’s use of the District Property pursuant to this License Agreement.

2. Term. The term of the License shall commence on June 7, 2018, at 9:00 a.m. and shall terminate on June 10, 2018 at 12:00 p.m. (the “Term”). During the Term Arrowhead will use the District Property for set-up and clean-up except for 8 p.m. – 11:00 p.m. on June 9, 2018 when the fireworks display will occur.

3. Permitted Uses. Arrowhead may only use the District Property for the purpose of conducting a fireworks display and allowing Roxborough Village residents to gather and observe such display. Arrowhead is permitted to bring the equipment necessary to conduct the fireworks

display onto the District Property, as long as such equipment is reasonably used to perform the fireworks display and provided that such equipment is removed prior to the expiration of the Term.

4. Affirmative Covenants. Arrowhead warrants and represents that Arrowhead and Arrowhead’s agents, employees and contractors will comply with all applicable federal, state, and local laws, including but not limited to obtaining any and all necessary permits, licenses and certificates required to undertake the fireworks display upon the District Property. Arrowhead further covenants to use best efforts to enforce any promise in the Fireworks Agreement for the benefit of the District.

5. Enforcement. The violation of any term or condition of this License Agreement by Arrowhead shall give the District the right to terminate the License upon five (5) days written notice to Arrowhead for any non-emergency termination or upon immediate notice in an emergency situation, recover damages, and pursue any other remedies available at law or in equity. All remedies provided herein shall be cumulative and nonexclusive.

6. Insurance. Arrowhead shall provide a certificate to the District from its general public liability insurance provider within five (5) days after the date of execution of this License Agreement and before commencement of the Term. Such certificate shall name the District as an additional insured on Arrowhead’s general public liability insurance policy, which policy shall have coverage limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and One Million and 00/100 (\$1,000,000.00) in the aggregate.

7. Indemnification and Hold Harmless. Arrowhead agrees to indemnify, defend, and hold the District harmless from and against any and all injury, loss, damage, or liability (or any claims in respect to the foregoing), costs, or expenses (including but not limited to any fines, penalties, citations, reasonable attorney fees and court costs) arising from any act, omission, or negligence of Arrowhead, its agents, employees or contractors arising under this License Agreement and/or the Fireworks Agreement, or Arrowhead’s violation of the terms and conditions of this License Agreement.

8. Remediation of District Property: Arrowhead agrees to immediately repair any damage caused to District Property as a result of any act, omission, or negligence of Arrowhead, its agents, employees or contractors arising under this License Agreement and/or the Fireworks Agreement, including but not limited to the fireworks display, or Arrowhead’s violation of the terms and conditions of this License Agreement. The Parties anticipate that the following ground disturbance is necessary to effectuate the fireworks display:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

For such disturbance, the District will contract with its landscape contractor(s) for preparation and remediation and Arrowhead shall reimburse the District for such costs within forty-five (45) days upon receipt of an invoice for same.

9. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given upon receipt, if personally delivered, three days from posting, if mailed, certified mail, return receipt requested, or one day after deposit with a reputable overnight carrier, to the following addresses:

If to the District:	c/o CliftonLarsonAllen, LLP 8390 E. Crescent Parkway, Suite 600 Greenwood Village, CO 80111-2811 Attn: Anna Jones
With a copy to:	Folkestad Fazekas Barrick & Patoile, P.C. Attn: Kathryn T. James 18 S. Wilcox St., Suite 200 Castle Rock, CO 80104
If to Arrowhead:	Arrowhead Shores Homeowners Association, Inc. P.O. Box 270847 Littleton, CO 80127
With a copy to:	Orlen Cavanagh & Holmes, LLC Attn: Jonah Hunt 1445 Market Street, Suite 350 Denver, CO 80202

10. No Assignment. Arrowhead shall not assign, pledge, lease or transfer its rights under this License Agreement.

11. Miscellaneous.

(a) There are no third party beneficiaries created or intended under this License Agreement, and no person or entity shall have any rights under this License Agreement other than the District and Arrowhead.

(b) Notwithstanding any provisions contained in this License Agreement to the contrary, the District does not waive or intend to waive the limitations on liability that are provided to the District under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

(c) Anything to the contrary herein notwithstanding, in the event of any litigation or agreed upon arbitration between the Parties concerning the subject matter of this License Agreement, the prevailing party in the litigation or other proceedings will be entitled to receive from the non-prevailing party, in addition to the amount of any judgment or other award entered, all reasonable costs and expenses, including reasonable attorney fees, incurred by the prevailing party in the litigation or other proceedings.

(d) Any amendments to this License Agreement must be in writing and executed by both Parties.

(e) This License Agreement shall be construed in accordance with the laws of the State of Colorado.

(f) If any term of this License Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect.

(g) This License Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.

(h) Each Party represents to the other Party that (i) it has the requisite power and authority to enter into this License Agreement, and to carry out its obligations hereunder; and (ii) this License Agreement is a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms.

(i) Manually-executed counterparts of this Agreement and all Addenda may be transmitted by facsimile or other electronic means and when the counterpart so transmitted is delivered, shall have the same validity and effect as delivery of a manually-executed counterpart.

[Signature Page Follows]

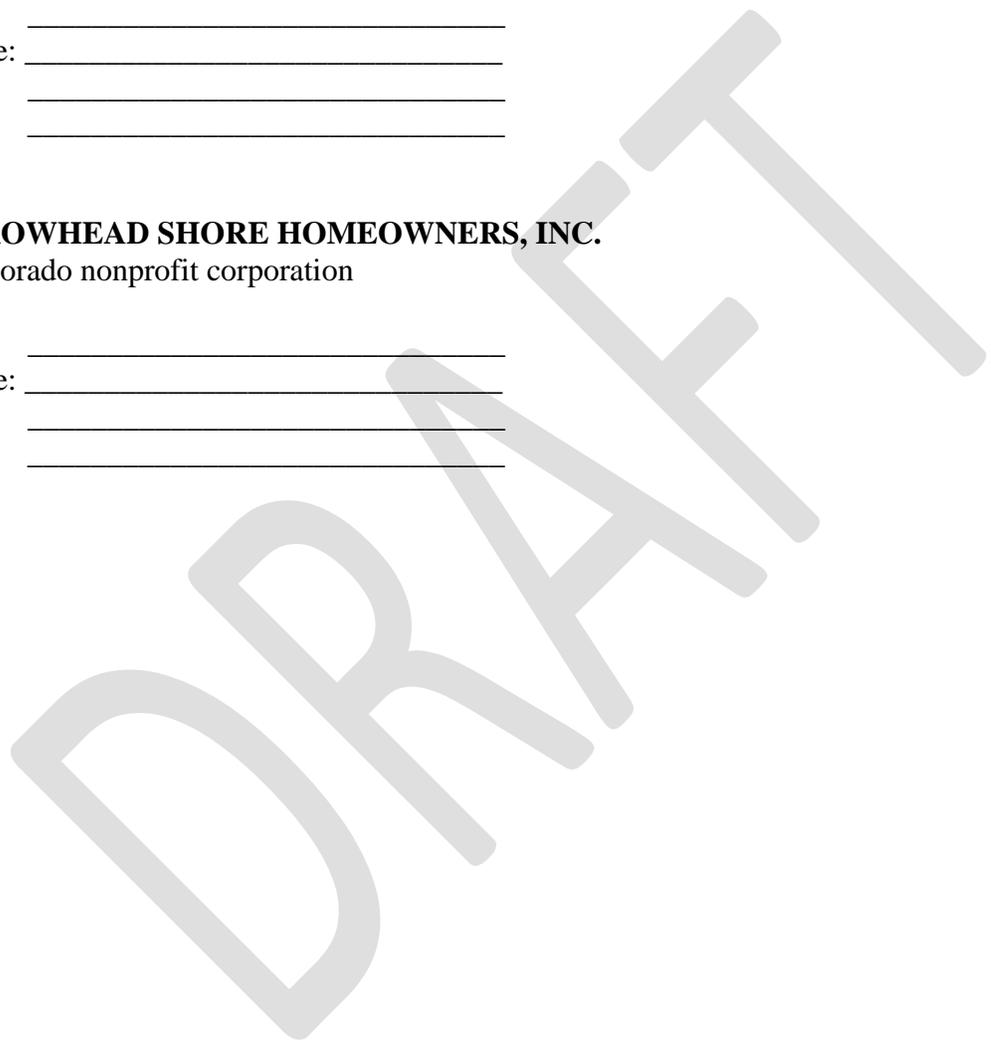
EFFECTIVE this \_\_\_\_\_ day of May, 2018.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,**  
a quasi-municipal corporation and political subdivision of the  
State of Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**ARROWHEAD SHORE HOMEOWNERS, INC.**  
a Colorado nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



**PARCEL I - Legal Description**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 35 TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN AND IN THE NORTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2;

THENCE SOUTH 00 DEGREES 45 MINUTES 01 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 2 A DISTANCE OF 1318.22 FEET;

THENCE SOUTH 89 DEGREES 14 MINUTES 59 SECONDS WEST A DISTANCE OF 73.66 FEET TO A POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 50 MINUTES 34 SECONDS EAST A DISTANCE OF 1379.26 FEET;

THENCE SOUTH 00 DEGREES 53 MINUTES 23 SECONDS EAST A DISTANCE OF 394.12 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 49 SECONDS EAST A DISTANCE OF 623.23 FEET;

THENCE NORTH 66 DEGREES 39 MINUTES 54 SECONDS WEST A DISTANCE OF 414.61 FEET;

THENCE NORTH 39 DEGREES 11 MINUTES 25 SECONDS WEST A DISTANCE OF 610.00 FEET;

THENCE NORTH 25 DEGREES 57 MINUTES 58 SECONDS WEST A DISTANCE OF 405.04 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE PUBLIC SERVICE COMPANY EASEMENT RECORDED IN BOOK 173 AT PAGE 208 IN THE CLERK AND RECORDER OFFICE OF DOUGLAS COUNTY;

THENCE SOUTH 88 DEGREES 37 MINUTES 22 SECONDS WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 608.37 FEET;

THENCE SOUTH 1 DEGREE 55 MINUTES 33 SECONDS EAST A DISTANCE OF 201.64 FEET;

THENCE SOUTH 44 DEGREES 52 MINUTES 50 SECONDS EAST A DISTANCE OF 167.92 FEET;

THENCE SOUTH 14 DEGREES 07 MINUTES 30 SECONDS EAST A DISTANCE OF 163.57 FEET;

THENCE SOUTH 46 DEGREES 43 MINUTES 42 SECONDS EAST A DISTANCE OF 133.54 FEET;

THENCE SOUTH 12 DEGREES 36 MINUTES 34 SECONDS EAST A DISTANCE OF 136.95 FEET;

THENCE NORTH 84 DEGREES 17 MINUTES 17 SECONDS EAST A DISTANCE OF 45.88 FEET;

THENCE SOUTH 10 DEGREES 04 MINUTES 07 SECONDS EAST A DISTANCE OF 266.24 FEET;

THENCE SOUTH 2 DEGREES 17 MINUTES 10 SECONDS EAST A DISTANCE OF 91.22 FEET;

THENCE SOUTH 34 DEGREES 16 MINUTES 50 SECONDS WEST A DISTANCE OF 57.56 FEET;

THENCE NORTH 47 DEGREES 43 MINUTES 49 SECONDS WEST A DISTANCE OF 88.00 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 21 DEGREES 36 MINUTES 30 SECONDS AND A RADIUS OF 570.00 FEET, A DISTANCE OF 214.97 FEET TO A POINT OF TANGENT;

THENCE NORTH 26 DEGREES 07 MINUTES 19 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 732.16 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 11 DEGREES 54 MINUTES 48 SECONDS AND A RADIUS OF 630.00 FEET, A DISTANCE OF 130.99 FEET TO A POINT OF TANGENT;

**EXHIBIT A**

THENCE NORTH 38 DEGREES 02 MINUTES 07 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 119.73 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 23 DEGREES 58 MINUTES 49 SECONDS AND A RADIUS OF 570.00 FEET, A DISTANCE OF 238.57 FEET TO A POINT OF TANGENT;

THENCE NORTH 14 DEGREES 03 MINUTES 18 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 21.44 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID PUBLIC SERVICE COMPANY EASEMENT;

THENCE NORTH 88 DEGREES 37 MINUTES 22 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 852.35 FEET;

THENCE NORTH 7 DEGREES 30 MINUTES 43 SECONDS WEST A DISTANCE OF 454.60 FEET;

THENCE NORTH 20 DEGREES 06 MINUTES 49 SECONDS WEST A DISTANCE OF 407.66 FEET;

THENCE NORTH 0 DEGREES 13 MINUTES 12 SECONDS EAST A DISTANCE OF 332.36 FEET;

THENCE NORTH 4 DEGREES 43 MINUTES 40 SECONDS WEST A DISTANCE OF 290.25 FEET;

THENCE NORTH 18 DEGREES 15 MINUTES 53 SECONDS WEST A DISTANCE OF 173.92 FEET;

THENCE NORTH 82 DEGREES 03 MINUTES 47 SECONDS WEST A DISTANCE OF 99.90 FEET;

THENCE NORTH 25 DEGREES 20 MINUTES 33 SECONDS WEST A DISTANCE OF 742.88 FEET;

THENCE NORTH 4 DEGREES 38 MINUTES 07 SECONDS WEST A DISTANCE OF 426.47 FEET TO A POINT ON A NON-TANGENT CURVE, WHENCE THE CENTER OF SAID CURVE BEARS SOUTH 19 DEGREES 50 MINUTES 32 SECONDS EAST;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17 DEGREES 50 MINUTES 15 SECONDS AND A RADIUS OF 530.00 FEET, A DISTANCE OF 165.00 FEET TO A POINT OF TANGENT;

THENCE NORTH 87 DEGREES 59 MINUTES 43 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 204.33 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12 DEGREES 29 MINUTES 30 SECONDS AND A RADIUS OF 770.00 FEET, A DISTANCE OF 167.88 FEET;

THENCE SOUTH 44 DEGREES 47 MINUTES WEST A DISTANCE OF 300.00 FEET;

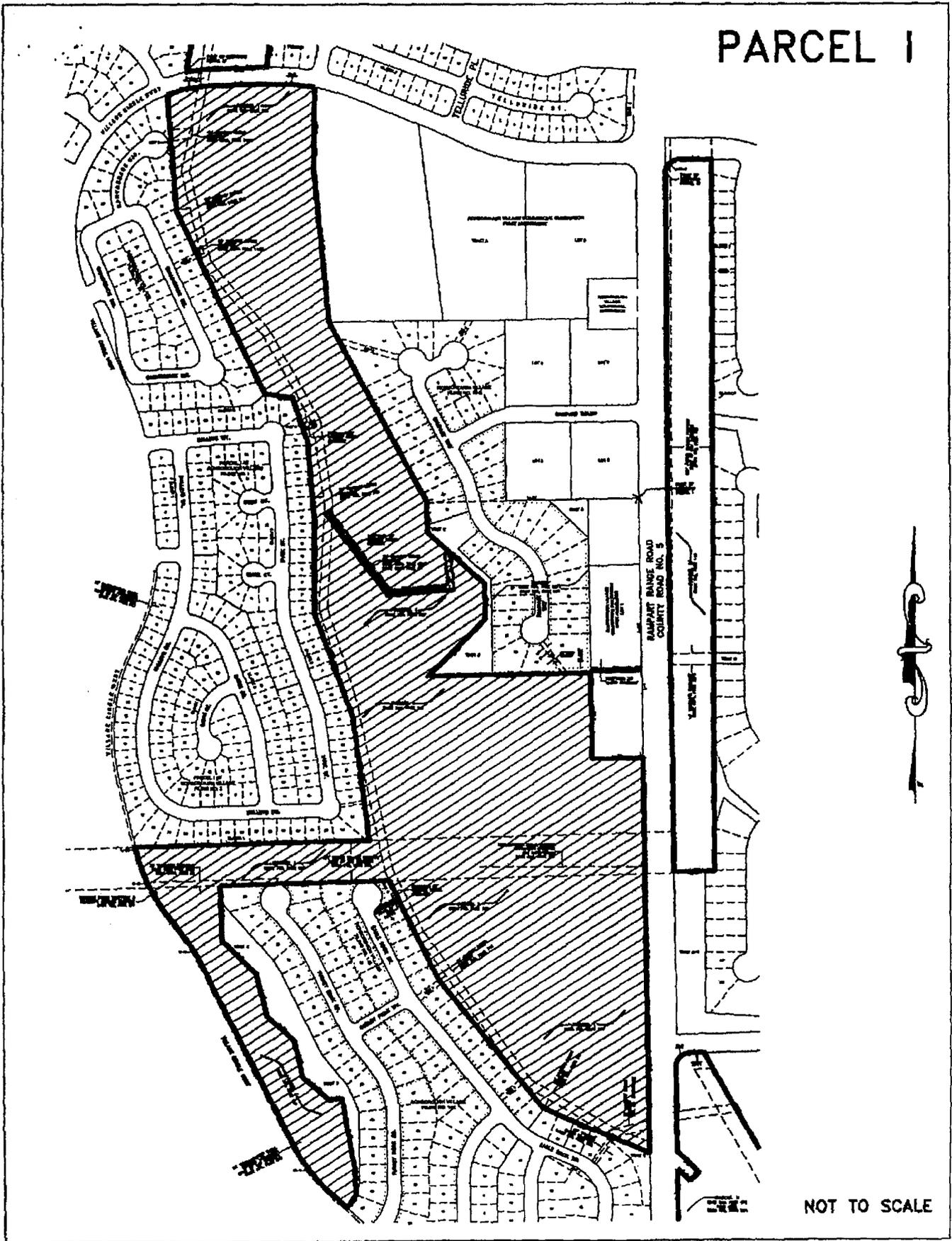
THENCE SOUTH 5 DEGREES 36 MINUTES 01 SECONDS EAST A DISTANCE OF 562.64 FEET;

THENCE SOUTH 28 DEGREES 12 MINUTES 19 SECONDS EAST A DISTANCE OF 750.01 FEET;

THENCE NORTH 89 DEGREES 09 MINUTES 26 SECONDS EAST A DISTANCE OF 771.12 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PROPERTY CONVEYED BY DEED RECORDED AUGUST 23, 1990 IN BOOK 927 AT PAGE 1077, COUNTY OF DOUGLAS, STATE OF COLORADO

# PARCEL I



NOT TO SCALE

**PARCEL II - Legal Description**

A PART OF THAT PARCEL OF LAND DESCRIBED IN BOOK 218 AT PAGE 470, DOUGLAS COUNTY RECORDS AND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SECTION 1, WHENCE THE NORTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SECTION 1 BEARS NORTH 00 DEGREES 46 MINUTES 01 SECONDS WEST A DISTANCE OF 2,631.54 FEET;

THENCE NORTH 00 DEGREES 46 MINUTES 01 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER OF SECTION 1, A DISTANCE OF 1,315.77 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SOUTHWEST ONE-QUARTER OF SECTION 1;

THENCE NORTH 88 DEGREES 56 MINUTES 15 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 1, A DISTANCE OF 29.65 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 1, NORTH 88 DEGREES 56 MINUTES 15 SECONDS EAST A DISTANCE OF 905.62 FEET;

THENCE NORTH 01 DEGREES 29 MINUTES 38 SECONDS WEST A DISTANCE OF 661.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 1;

THENCE SOUTH 88 DEGREES 42 MINUTES 53 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 847.86 FEET TO A POINT OF CURVE;

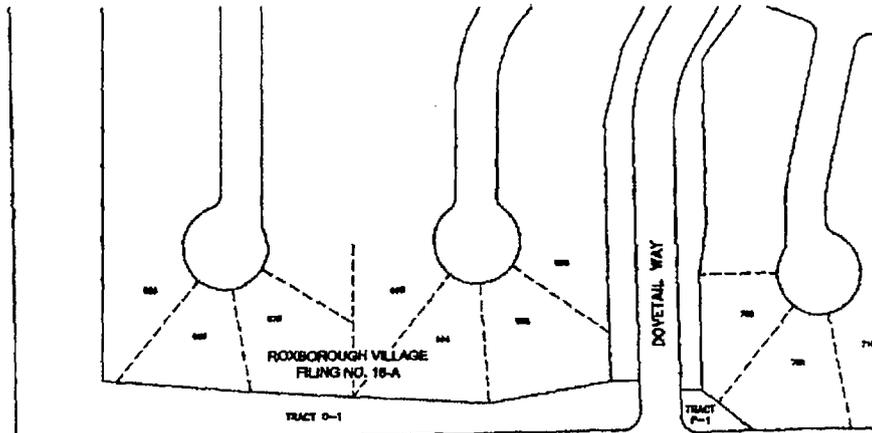
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 89 DEGREES 29 MINUTES 47 SECONDS AND A RADIUS OF 50.00 FEET, A DISTANCE OF 78.10 FEET TO A POINT OF TANGENT ON THE EASTERLY RIGHT-OF-WAY LINE OF RAMPART RANGE ROAD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF RAMPART RANGE ROAD THE FOLLOWING FIVE (5) COURSES:

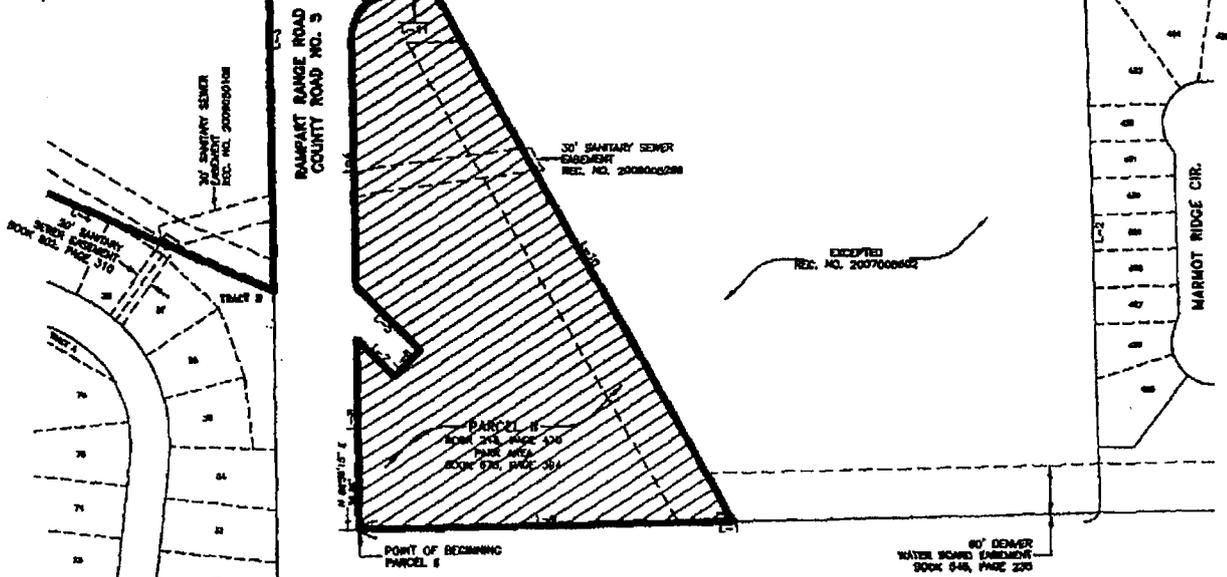
1. SOUTH 00 DEGREES 46 MINUTES 54 SECONDS EAST A DISTANCE OF 309.58 FEET;
2. SOUTH 44 DEGREES 47 MINUTES 08 SECONDS EAST A DISTANCE OF 110.60 FEET;
3. SOUTH 45 DEGREES 13 MINUTES 03 SECONDS WEST A DISTANCE OF 45.00 FEET;
4. NORTH 44 DEGREES 46 MINUTES 57 SECONDS WEST A DISTANCE OF 64.00 FEET;
5. SOUTH 00 DEGREES 46 MINUTES 57 SECONDS EAST A DISTANCE OF 234.09 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED BY DEED RECORDED JANUARY 29, 2007 UNDER RECEPTION NO. 2007008602, COUNTY OF DOUGLAS, STATE OF COLORADO.

# PARCEL II



VILLAGE CIRCLE EAST



NOT TO SCALE

**PARCEL III – Legal Description**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MPD:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SECTION 35, WHENCE THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER BEARS NORTH 00 DEGREES 26 MINUTES 03 SECONDS WEST;

THENCE NORTH 81 DEGREES 45 MINUTES 06 SECONDS WEST A DISTANCE OF 1,713.02 FEET TO THE POINT OF BEGINNING ON A NON-TANGENT CURVE ON THE NORTHERLY RIGHT-OF-WAY LINE OF VILLAGE CIRCLE WEST AS SHOWN ON THE PLAT OF IMPERIAL HOMES AT ROXBOROUGH VILLAGE FILING NO. 1, WHENCE THE CENTER OF SAID NON-TANGENT CURVE BEARS SOUTH 10 DEGREES 42 MINUTES 37 SECONDS EAST A DISTANCE OF 590.00 FEET;

THENCE NORTH 09 DEGREES 27 MINUTES 37 SECONDS EAST A DISTANCE OF 140.42 FEET;

THENCE SOUTH 84 DEGREES 00 MINUTES 48 SECONDS WEST A DISTANCE OF 98.65 FEET TO A POINT ON A RADIAL CURVE, WHENCE THE CENTER OF SAID CURVE BEARS SOUTH 84 DEGREES 00 MINUTES 48 SECONDS WEST;

THENCE ALONG THE ARC OF SAID RADIAL CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 27 DEGREES 21 MINUTES 23 SECONDS AND A RADIUS OF 46.00 FEET, A DISTANCE OF 21.96 FEET TO A POINT ON A RADIAL LINE;

THENCE NORTH 56 DEGREES 39 MINUTES 24 SECONDS EAST ALONG SAID RADIAL LINE A DISTANCE OF 116.16 FEET;

THENCE NORTH 58 DEGREES 59 MINUTES 11 SECONDS WEST A DISTANCE OF 95.45 FEET;

THENCE SOUTH 89 DEGREES 25 MINUTES 02 SECONDS WEST A DISTANCE OF 126.54 FEET;

THENCE NORTH 00 DEGREES 34 MINUTES 58 SECONDS WEST A DISTANCE OF 170.00 FEET;

THENCE NORTH 85 DEGREES 52 MINUTES 29 SECONDS EAST A DISTANCE OF 61.61 FEET;

THENCE NORTH 63 DEGREES 17 MINUTES 25 SECONDS EAST A DISTANCE OF 118.85 FEET;

THENCE NORTH 28 DEGREES 17 MINUTES 13 SECONDS EAST A DISTANCE OF 147.70 FEET;

THENCE SOUTH 86 DEGREES 58 MINUTES 13 SECONDS WEST A DISTANCE OF 114.58 FEET TO A POINT ON A RADIAL CURVE, WHENCE THE CENTER OF SAID CURVE BEARS SOUTH 86 DEGREES 58 MINUTES 13 SECONDS WEST;

THENCE ALONG THE ARC OF SAID RADIAL CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 20 DEGREES 34 MINUTES 38 SECONDS AND A RADIUS OF 46.00 FEET, A DISTANCE OF 16.52 FEET TO A POINT ON A RADIAL LINE;

THENCE NORTH 66 DEGREES 23 MINUTES 36 SECONDS EAST ALONG SAID RADIAL LINE A DISTANCE OF 103.74 FEET;

THENCE NORTH 31 DEGREES 59 MINUTES 19 SECONDS WEST A DISTANCE OF 89.77 FEET;

THENCE NORTH 16 DEGREES 38 MINUTES 46 SECONDS EAST A DISTANCE OF 125.33 FEET;

THENCE NORTH 76 DEGREES 11 MINUTES 44 SECONDS WEST A DISTANCE OF 108.76 FEET TO A POINT ON A RADIAL CURVE WHENCE THE CENTER OF SAID CURVE BEARS NORTH 76 DEGREES 11 MINUTES 44 SECONDS WEST;

THENCE ALONG THE ARC OF SAID RADIAL CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 24 DEGREES 32 MINUTES 23 SECONDS AND A RADIUS OF 46.00 FEET, A DISTANCE OF 19.70 FEET TO A POINT ON A RADIAL LINE;

THENCE NORTH 79 DEGREES 15 MINUTES 53 SECONDS EAST ALONG SAID RADIAL LINE A DISTANCE OF 95.32

FEET;

THENCE NORTH 21 DEGREES 31 MINUTES 36 SECONDS WEST A DISTANCE OF 151.88 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SOUTHEAST ONE-QUARTER;

THENCE NORTH 69 DEGREES 35 MINUTES 47 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 289.71 FEET TO THE NORTHWEST CORNER OF EXECUTIVE HOMES AT ROXBOROUGH VILLAGE FILING NO. 2;

THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID EXECUTIVE HOMES AT ROXBOROUGH VILLAGE FILING NO. 2 THE FOLLOWING SEVEN (7) COURSES:

1. SOUTH 00 DEGREES 24 MINUTES 13 SECONDS EAST A DISTANCE OF 70.00 FEET;
2. SOUTH 39 DEGREES 38 MINUTES 57 SECONDS EAST A DISTANCE OF 45.68 FEET TO A POINT ON A RADIAL CURVE, WHENCE THE CENTER OF SAID RADIAL CURVE BEARS SOUTH 39 DEGREES 38 MINUTES 57 SECONDS EAST;
3. ALONG THE ARC OF SAID RADIAL CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 99 DEGREES 52 MINUTES 22 SECONDS AND A RADIUS OF 46.00 FEET, A DISTANCE OF 80.18 FEET TO A POINT ON A RADIAL LINE;
4. SOUTH 40 DEGREES 28 MINUTES 41 SECONDS WEST ALONG SAID RADIAL LINE A DISTANCE OF 42.62 FEET;
5. SOUTH 00 DEGREES 24 MINUTES 13 SECONDS EAST A DISTANCE OF 70.00 FEET;
6. NORTH 89 DEGREES 35 MINUTES 47 SECONDS EAST A DISTANCE OF 117.50 FEET;
7. SOUTH 00 DEGREES 34 MINUTES 25 SECONDS EAST A DISTANCE OF 348.03 FEET TO THE NORTHWEST CORNER OF EXECUTIVE HOMES AT ROXBOROUGH VILLAGE FILING NO. 1 - FIRST AMENDMENT ;

THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID EXECUTIVE HOMES AT ROXBOROUGH VILLAGE FILING NO. 1 - FIRST AMENDMENT THE FOLLOWING SEVEN (7) COURSES:

1. SOUTH 00 DEGREES 34 MINUTES 25 SECONDS EAST A DISTANCE OF 163.05 FEET;
2. SOUTH 83 DEGREES 34 MINUTES 56 SECONDS WEST A DISTANCE OF 29.66 FEET;
3. SOUTH 00 DEGREES 04 MINUTES 49 SECONDS EAST A DISTANCE OF 88.28 FEET;
4. SOUTH 39 DEGREES 26 MINUTES 26 SECONDS EAST A DISTANCE OF 6.45 FEET TO A POINT ON A RADIAL CURVE, WHENCE THE CENTER OF SAID RADIAL CURVE BEARS SOUTH 39 DEGREES 26 MINUTES 26 SECONDS EAST;
5. ALONG THE ARC OF SAID RADIAL CUARVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 67 DEGREES 43 MINUTES 40 SECONDS AND A RADIUS OF 46.00 FEET, A DISTANCE OF 54.38 FEET TO A POINT ON A RADIAL LINE;
6. SOUTH 72 DEGREES 49 MINUTES 53 SECONDS WEST ALONG SAID RADIAL LINE A DISTANCE OF 16.80 FEET;
7. SOUTH 02 DEGREES 35 MINUTES 23 SECONDS WEST A DISTANCE OF 116.83 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF VILLAGE CIRCLE WEST AS SHOWN ON THE PLAT OF IMPERIAL HOMES AT ROXBOROUGH VILLAGE FILING NO. 1;

THENCE SOUTH 87 DEGREES 59 MINUTES 43 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 204.33 FEET TO A POINT OF CURVE;

THENCE ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 08 DEGREES 42 MINUTES 20 SECONDS AND A RADIUS OF 590.00 FEET, A DISTANCE OF 89.65 FEET TO THE POINT OF BEGINNING.



**PARCEL IV - Legal Description**

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1;

THENCE SOUTH 00 DEGREES 45 MINUTES 01 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 1 A DISTANCE OF 130.18 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 59 SECONDS EAST A DISTANCE OF 35.96 FEET TO THE POINT OF BEGINNING ON A NON-TANGENT CURVE, WHENCE THE CENTER OF SAID CURVE BEARS NORTH 89 DEGREES 43 MINUTES 38 SECONDS EAST;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89 DEGREES 55 MINUTES 11 SECONDS AND A RADIUS OF 50.00 FEET, A DISTANCE OF 78.47 FEET TO A POINT OF TANGENT;

THENCE NORTH 89 DEGREES 38 MINUTES 48 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 117.51 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE PUBLIC SERVICE COMPANY EASEMENT RECORDED IN BOOK 173 AT PAGE 208 IN THE CLERK AND RECORDERS OFFICE OF DOUGLAS COUNTY;

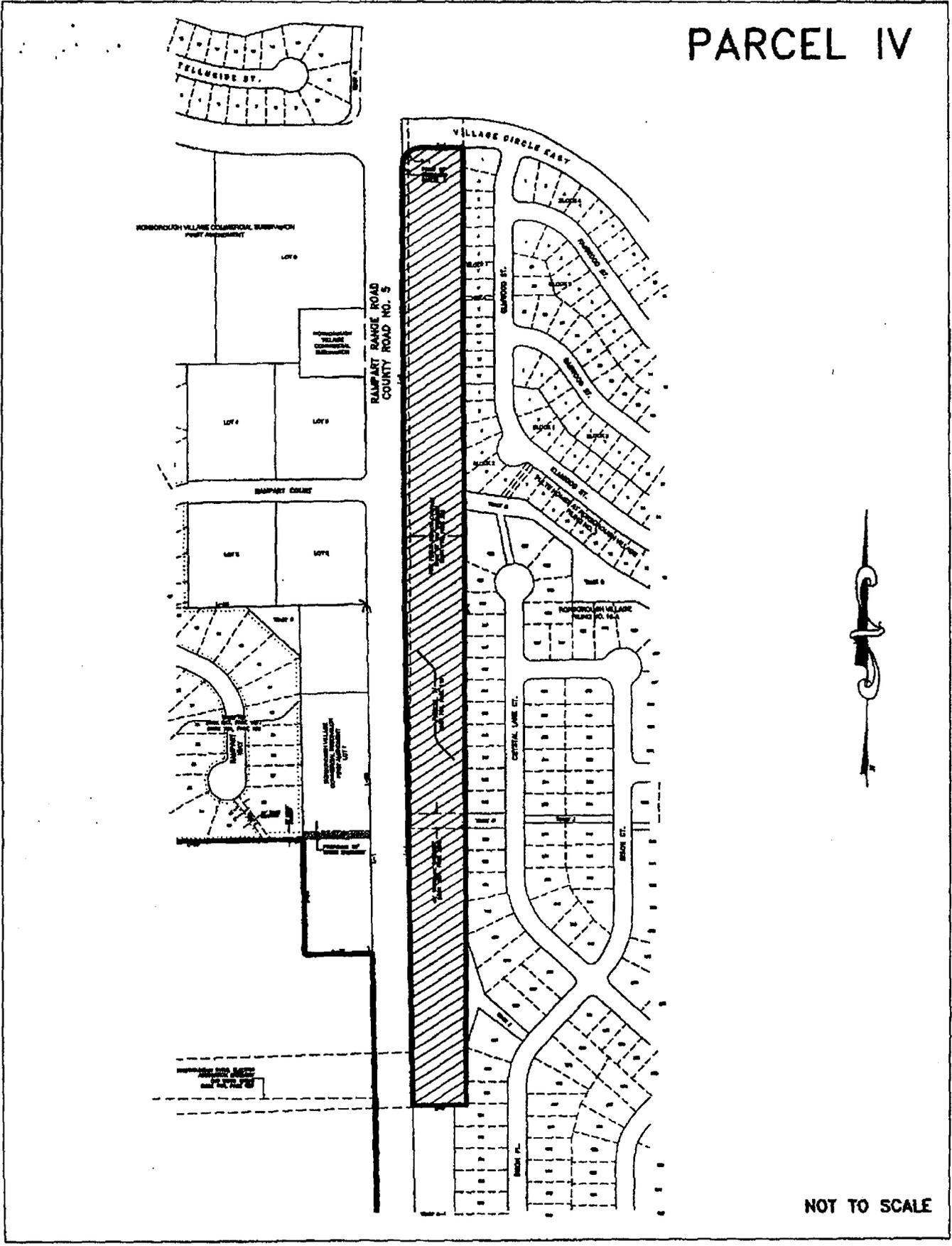
THENCE SOUTH 0 DEGREES 07 MINUTES 53 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 2,607.27 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID EASEMENT;

THENCE SOUTH 88 DEGREES 37 MINUTES 22 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 147.11 FEET;

THENCE NORTH 0 DEGREES 50 MINUTES 34 SECONDS WEST A DISTANCE OF 1,400.17 FEET;

THENCE NORTH 0 DEGREES 16 MINUTES 22 SECONDS WEST A DISTANCE OF 1,159.83 FEET TO THE POINT OF BEGINNING.

# PARCEL IV



NOT TO SCALE

## Roxborough Village Metropolitan District 2018 Food Truck Information

Date  
Need \_\_\_\_\_

Location  
Need \_\_\_\_\_

Hours of Operation  
Need \_\_\_\_\_

Event Participants  
Need \_\_\_\_\_

### **Contractual Provisions**

Each Food Truck must submit a completed signed application attesting to having read all rules and regulations. [A \$250 deposit will be required. Deposit will be returned if all rules and regulations have been followed. Deposit can be made by giving a credit card number or by check. ?]

Proof of comprehensive Liability Insurance, Douglas County Sales Tax License, and appropriate Tri-County Health License are required.

Food Truck Vendors will be responsible for paying applicable tax amount to applicable entities within required deadlines.

### **Rules and Regulations:**

See District Rules and Regulations online at <http://roxboroughmetrodistrict.org/rules.htm>

## Roxborough Village Metropolitan District 2018 Food Truck Application & Contract

Name of Business:	
Contact Name:	
Telephone Number:	
Email Address:	
Mailing Address:	
Website:	

Business/Sales tax License Number: \_\_\_\_\_

**[Applications Will Not Be Processed Without Deposit**

\_\_\_\_\_ My check for \$250.00 is enclosed, payable to Roxborough Metropolitan District

\_\_\_\_\_ Please use my Visa/MC/AmerEx (please circle card type) for deposit.

Card #: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ 3-digit code#: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**[Credit Card information will be used for deposit but will not be charged until after event.]**

Please make checks payable to Roxborough Village Metropolitan District  
C/O CliftonLarsonAllen, LLP  
8390 E. Crescent Parkway, Suite 500  
Greenwood Village, CO 80111  
Questions? 303-779-5710

## Roxborough Village Metropolitan District 2018 Food Truck Contract

Applicant Name: \_\_\_\_\_

I have read the entire Information Sheet and the District Rules and Regulations and agree to adhere to all Requirements herein. [Failure to follow *Food Truck Information Letter* will result in forfeit of \$250.00 deposit.] Roxborough Metropolitan District will not be held responsible for loss of business.

*I understand electricity, ice and water are not provided.*

I have enclosed deposit, completed application, proof of insurance, copy of Sales Tax License, copy of Tri-County Health Department License and signed contract.

Applicant's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Application, Contract Insurance, Tax and Health Licenses and Deposit must be mailed to:

Roxborough Village Metropolitan District  
C/O CliftonLarsonAllen, LLP  
8390 E. Crescent Parkway, Suite 500  
Greenwood Village, CO 80111

For more information please contact:  
C/O CliftonLarsonAllen, LLP  
8390 E. Crescent Parkway, Suite 500  
Greenwood Village, CO 80111  
303-779-5710



**MONTHLY MAINTENANCE REPORT**

May 2018

**Recipients:**

Board Members: Ms. Anna Jones / public manager  
METCO/Mr. Bill Barr account manager

**FOR:** Roxborough Village Metropolitan District

**SUBMITTED BY:** METCO: Mr. Bill Bar

**DATE:** 08 May 2018 Tuesday

**REVIEW OF GANTTED OPERATIONS**

**Turf:**

All turf is in good condition coming out of winter.  
Fertilizer is down and promoting green growth.

**Shrub Beds:**

All shrub beds have been pre-treated with herbicide.  
We continue to spray at weeds during visits; Monday, Tuesday and Thursday.

**Trees:**

Trees are starting to leaf, and will continue this process through the month of May.

**Irrigation:**

Irrigation has been up and running, with no real problems.  
One minor issue was resolved, a stuck valve needed to be repaired/adjusted.

**Site Policing:**

We porter doggie and trash stations, Monday and Thursday.

**Overall Site:**

As we move forward into the season, we are getting a feel for the site.  
Beauty bands are being manicured/mowed throughout the community.

**Review of Operations for Upcoming Month:**

{Schedule, Gantt, Special Needs, Concerns, Areas of Focus}

We will be mowing a section of native at the community park, for the upcoming fireworks display on June ninth.

**Review of Out of Scope Operations:**

**Work Orders Completed:**

Work order from last month, will lbe discussed during this meeting.  
Currently the only open invoices we show are for Irrigation repair.

**TOTAL: \$ 45,810.**

---

**In Progress:**

Working on x

**Waiting Until Fall:**

1. Waiting . . .

2. Waiting . . .

3. Waiting . . .

**Not Approved:**

Definitely not approved . . . . .

**Attachments:**

**\*Next Meeting Scheduled:**

01 April 2018 Sunday 5:00 am



**Extra Work Proposal****4/26/2018**Total: **\$13,875.00****CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

All material is guaranteed to be as specified in this contract; Metco Landscape, Inc. only uses premium quality materials. All work shall be completed using sound practices and in a workmanlike manner and shall conform to local building codes and regulations set forth by the town in which the work is being performed. Any alteration or deviation from specifications involving extra costs will be executed only upon written confirmation, and will become an extra charge over and above the base contract price. All agreements are contingent upon accidents, weather or delays beyond our control. Our workers are fully covered by Worker's Compensation Insurance.

Unit Prices – The Base Contract price, if any is set forth, is the only guaranteed price in this contract. Any change in materials or services under the original contract may result in a change to individual unit prices and/or the Contract price.

Alternates / Time & Materials – Any work specified as an Alternate or as Time and Material will be charged as an extra to this contract and will increase the Contract price.

Scheduling – Landscape enhancement contracts accepted after October will be completed during the Fall as long as weather permits. Any work not completed in the Fall will be completed the following Spring. Work will be invoiced as items have been completed. Landscape enhancement contracts that extend into June, July or August, and include seeding, may require a delay in completion until after September 1 when newly seeded lawns will readily germinate. Sodding can be performed at any time of year for an additional charge if not already specified in the contract.

Watering and Maintenance – Metco Landscape, Inc. will perform watering of all new and/or transplanted plant material each day we are on site for the duration of a landscape enhancement contract. Metco Landscape, Inc. is not responsible for watering or maintaining plant material after completion of a landscape enhancement contract unless expressly stated in writing.

Seeding – Re-seeding or re-sodding of new grass areas may be required due to insects, diseases, mechanical damage, neglect, under watering, over watering, heavy rainfall, weather or animals. In addition, seeding that is not performed between April 1 – May 15 or September 1 – October 15 will typically require follow-up re-seeding. All such re-seeding, re-sodding, and/or re-establishment of soil is not included in the contract work, unless otherwise stated in writing, and will be charged as an extra to this contract.

**GUARANTEES**

Our guarantee is expressly conditioned upon on-time payment of invoices. This guarantee is void if payment in full has not been received within 30 days from the invoice date.

All claims for loss must be reported in writing within the one (1) year guarantee period.

Plant Material Guarantee – Metco Landscaping guarantees to replace any tree or shrub, which we purchase and plant, that dies from natural causes within a period of one year from the date of planting, provided that the Owner has fully complied with all of the terms of this contract. This guarantee is not transferable. Plant material not covered in this guarantee includes, but is not limited to, herbaceous material such as: annual flowers, bulbs, roses, perennials, groundcovers and turf or wildflower seed germination. However, for a fee equal to 8% of the cost of the herbaceous plant materials, Metco Landscaping will guarantee all herbaceous items, with the exception of annual flowers and bulbs, for one year from installation as long as the Owner has made a good faith effort to keep the plant material properly watered and cared for.

We will not guarantee plants damaged or killed by insects, mechanical damage, neglect, under watering, over watering, severe seasonal conditions, natural disasters, disease or animal damage. Plants installed in pots, planter boxes or containers are not guaranteed. Transplanted material is not guaranteed. Metco Landscape, Inc. will satisfy its responsibility under the guarantee by furnishing and installing replacement plant material of equal type and size that was originally planted. The replacement material shall be warranted for the remainder of the original guarantee period.

**TERMS OF PAYMENT/SUSPENSION OF WORK**

Invoices will be sent after the contract work is completed, or progress billings will be issued during or at the end of each month through contract completion. Accounts remaining unpaid 30 days past the invoice date will lose the plant guarantee and will be charged interest at a rate of 1.5% per month on the unpaid balance. Accounts remaining unpaid 60 days past the invoice date may result in Metco Landscaping's election to suspend work on the project. Contractor shall recover all expenses incurred in enforcing this agreement, including all collection agency charges, lein fees, court cost, attorney fees, and all expenses incurred in collecting on any judgement.

**CANCELLATION**

This contract may be cancelled by either party with a 30-day written notice should either party fail substantially to perform in accordance with the terms of the contract through no fault of the other. The notified party shall be provided an opportunity to explain and rectify the circumstances. In the event of termination, Metco Landscape, Inc. shall be compensated fully for all services performed and expenses incurred up to the date of termination. In the event of early termination of this contract, the amount paid to date will be compared to the amount that would have been charged on a time and material basis and the difference in this comparison will result in a final payment due or a refund issued.

**DISPUTES**

All disputes shall be settled by binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association.

#### PHOTOGRAPHY

Metco Landscape, Inc. may take photographs of the property for use in promotional advertising, training, and educational classes unless the Owner communicates in writing that this is not acceptable.

#### SIGNAGE

By signing this contract you, the Owner, are granting Metco Landscape, Inc. permission to install a temporary site sign on your property while our work is being performed. Upon completion of our work, we will remove the site sign or ask for permission to have it remain for an agreed to amount of time. If you do not wish to grant Metco Landscape, Inc. permission to install a temporary site sign on your property, please initial here.\_\_\_\_\_.

#### UTILITIES/UNKNOWN OBSTRUCTIONS

All reasonable caution will be taken to prevent damage to existing pavement, septic tanks, septic fields and underground utility lines. Underground gas, phone, and electric utilities will be marked by a representative from the utility companies, at the request of Metco Landscape, Inc., prior to any machine excavation. However, Metco Landscape, Inc. will not be held responsible for the accuracy of any utility line marking done by the utility companies.

It is the Owner's responsibility to conspicuously mark and advise Metco Landscape, Inc. of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner.

The cost of removing or circumventing concealed and/or undisclosed obstructions which prevent installation of the site improvements according to plan shall be charged as an extra to this contract. Examples of such obstructions include ledge rock, very large boulders, buried foundations, buried stumps, septic tanks, driveways/pavement, uncharted utilities, unsuitable soil, etc.

#### OWNER'S RESPONSIBILITIES

Hold Harmless - To the fullest extent permitted by law, the Owner will hold harmless Metco Landscape, Inc. and its officers, representatives, partners and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and court costs and liability arising in whole or in part and in any manner from injury and/or death of a person, or damage to or loss of any property resulting from the acts, omissions, breach or default of the Owner, except those caused by the negligence of Metco Landscape, Inc..



**Extra Work Proposal****4/26/2018**Total: **\$3,520.00****CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

All material is guaranteed to be as specified in this contract; Metco Landscape, Inc. only uses premium quality materials. All work shall be completed using sound practices and in a workmanlike manner and shall conform to local building codes and regulations set forth by the town in which the work is being performed. Any alteration or deviation from specifications involving extra costs will be executed only upon written confirmation, and will become an extra charge over and above the base contract price. All agreements are contingent upon accidents, weather or delays beyond our control. Our workers are fully covered by Worker's Compensation Insurance.

Unit Prices – The Base Contract price, if any is set forth, is the only guaranteed price in this contract. Any change in materials or services under the original contract may result in a change to individual unit prices and/or the Contract price.

Alternates / Time & Materials – Any work specified as an Alternate or as Time and Material will be charged as an extra to this contract and will increase the Contract price.

Scheduling – Landscape enhancement contracts accepted after October will be completed during the Fall as long as weather permits. Any work not completed in the Fall will be completed the following Spring. Work will be invoiced as items have been completed. Landscape enhancement contracts that extend into June, July or August, and include seeding, may require a delay in completion until after September 1 when newly seeded lawns will readily germinate. Sodding can be performed at any time of year for an additional charge if not already specified in the contract.

Watering and Maintenance – Metco Landscape, Inc. will perform watering of all new and/or transplanted plant material each day we are on site for the duration of a landscape enhancement contract. Metco Landscape, Inc. is not responsible for watering or maintaining plant material after completion of a landscape enhancement contract unless expressly stated in writing.

Seeding – Re-seeding or re-sodding of new grass areas may be required due to insects, diseases, mechanical damage, neglect, under watering, over watering, heavy rainfall, weather or animals. In addition, seeding that is not performed between April 1 – May 15 or September 1 – October 15 will typically require follow-up re-seeding. All such re-seeding, re-sodding, and/or re-establishment of soil is not included in the contract work, unless otherwise stated in writing, and will be charged as an extra to this contract.

**GUARANTEES**

Our guarantee is expressly conditioned upon on-time payment of invoices. This guarantee is void if payment in full has not been received within 30 days from the invoice date.

All claims for loss must be reported in writing within the one (1) year guarantee period.

Plant Material Guarantee – Metco Landscaping guarantees to replace any tree or shrub, which we purchase and plant, that dies from natural causes within a period of one year from the date of planting, provided that the Owner has fully complied with all of the terms of this contract. This guarantee is not transferable. Plant material not covered in this guarantee includes, but is not limited to, herbaceous material such as: annual flowers, bulbs, roses, perennials, groundcovers and turf or wildflower seed germination. However, for a fee equal to 8% of the cost of the herbaceous plant materials, Metco Landscaping will guarantee all herbaceous items, with the exception of annual flowers and bulbs, for one year from installation as long as the Owner has made a good faith effort to keep the plant material properly watered and cared for.

We will not guarantee plants damaged or killed by insects, mechanical damage, neglect, under watering, over watering, severe seasonal conditions, natural disasters, disease or animal damage. Plants installed in pots, planter boxes or containers are not guaranteed. Transplanted material is not guaranteed. Metco Landscape, Inc. will satisfy its responsibility under the guarantee by furnishing and installing replacement plant material of equal type and size that was originally planted. The replacement material shall be warranted for the remainder of the original guarantee period.

**TERMS OF PAYMENT/SUSPENSION OF WORK**

Invoices will be sent after the contract work is completed, or progress billings will be issued during or at the end of each month through contract completion. Accounts remaining unpaid 30 days past the invoice date will lose the plant guarantee and will be charged interest at a rate of 1.5% per month on the unpaid balance. Accounts remaining unpaid 60 days past the invoice date may result in Metco Landscaping's election to suspend work on the project. Contractor shall recover all expenses incurred in enforcing this agreement, including all collection agency charges, lein fees, court cost, attorney fees, and all expenses incurred in collecting on any judgement.

**CANCELLATION**

This contract may be cancelled by either party with a 30-day written notice should either party fail substantially to perform in accordance with the terms of the contract through no fault of the other. The notified party shall be provided an opportunity to explain and rectify the circumstances. In the event of termination, Metco Landscape, Inc. shall be compensated fully for all services performed and expenses incurred up to the date of termination. In the event of early termination of this contract, the amount paid to date will be compared to the amount that would have been charged on a time and material basis and the difference in this comparison will result in a final payment due or a refund issued.

**DISPUTES**

All disputes shall be settled by binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association.

#### PHOTOGRAPHY

Metco Landscape, Inc. may take photographs of the property for use in promotional advertising, training, and educational classes unless the Owner communicates in writing that this is not acceptable.

#### SIGNAGE

By signing this contract you, the Owner, are granting Metco Landscape, Inc. permission to install a temporary site sign on your property while our work is being performed. Upon completion of our work, we will remove the site sign or ask for permission to have it remain for an agreed to amount of time. If you do not wish to grant Metco Landscape, Inc. permission to install a temporary site sign on your property, please initial here.\_\_\_\_\_.

#### UTILITIES/UNKNOWN OBSTRUCTIONS

All reasonable caution will be taken to prevent damage to existing pavement, septic tanks, septic fields and underground utility lines. Underground gas, phone, and electric utilities will be marked by a representative from the utility companies, at the request of Metco Landscape, Inc., prior to any machine excavation. However, Metco Landscape, Inc. will not be held responsible for the accuracy of any utility line marking done by the utility companies.

It is the Owner's responsibility to conspicuously mark and advise Metco Landscape, Inc. of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner.

The cost of removing or circumventing concealed and/or undisclosed obstructions which prevent installation of the site improvements according to plan shall be charged as an extra to this contract. Examples of such obstructions include ledge rock, very large boulders, buried foundations, buried stumps, septic tanks, driveways/pavement, uncharted utilities, unsuitable soil, etc.

#### OWNER'S RESPONSIBILITIES

Hold Harmless - To the fullest extent permitted by law, the Owner will hold harmless Metco Landscape, Inc. and its officers, representatives, partners and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and court costs and liability arising in whole or in part and in any manner from injury and/or death of a person, or damage to or loss of any property resulting from the acts, omissions, breach or default of the Owner, except those caused by the negligence of Metco Landscape, Inc..







**Extra Work Proposal****4/20/2018**Total: **\$200.00****CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

All material is guaranteed to be as specified in this contract; Metco Landscape, Inc. only uses premium quality materials. All work shall be completed using sound practices and in a workmanlike manner and shall conform to local building codes and regulations set forth by the town in which the work is being performed. Any alteration or deviation from specifications involving extra costs will be executed only upon written confirmation, and will become an extra charge over and above the base contract price. All agreements are contingent upon accidents, weather or delays beyond our control. Our workers are fully covered by Worker's Compensation Insurance.

Unit Prices – The Base Contract price, if any is set forth, is the only guaranteed price in this contract. Any change in materials or services under the original contract may result in a change to individual unit prices and/or the Contract price.

Alternates / Time & Materials – Any work specified as an Alternate or as Time and Material will be charged as an extra to this contract and will increase the Contract price.

Scheduling – Landscape enhancement contracts accepted after October will be completed during the Fall as long as weather permits. Any work not completed in the Fall will be completed the following Spring. Work will be invoiced as items have been completed. Landscape enhancement contracts that extend into June, July or August, and include seeding, may require a delay in completion until after September 1 when newly seeded lawns will readily germinate. Sodding can be performed at any time of year for an additional charge if not already specified in the contract.

Watering and Maintenance – Metco Landscape, Inc. will perform watering of all new and/or transplanted plant material each day we are on site for the duration of a landscape enhancement contract. Metco Landscape, Inc. is not responsible for watering or maintaining plant material after completion of a landscape enhancement contract unless expressly stated in writing.

Seeding – Re-seeding or re-sodding of new grass areas may be required due to insects, diseases, mechanical damage, neglect, under watering, over watering, heavy rainfall, weather or animals. In addition, seeding that is not performed between April 1 – May 15 or September 1 – October 15 will typically require follow-up re-seeding. All such re-seeding, re-sodding, and/or re-establishment of soil is not included in the contract work, unless otherwise stated in writing, and will be charged as an extra to this contract.

**GUARANTEES**

Our guarantee is expressly conditioned upon on-time payment of invoices. This guarantee is void if payment in full has not been received within 30 days from the invoice date.

All claims for loss must be reported in writing within the one (1) year guarantee period.

Plant Material Guarantee – Metco Landscaping guarantees to replace any tree or shrub, which we purchase and plant, that dies from natural causes within a period of one year from the date of planting, provided that the Owner has fully complied with all of the terms of this contract. This guarantee is not transferable. Plant material not covered in this guarantee includes, but is not limited to, herbaceous material such as: annual flowers, bulbs, roses, perennials, groundcovers and turf or wildflower seed germination. However, for a fee equal to 8% of the cost of the herbaceous plant materials, Metco Landscaping will guarantee all herbaceous items, with the exception of annual flowers and bulbs, for one year from installation as long as the Owner has made a good faith effort to keep the plant material properly watered and cared for.

We will not guarantee plants damaged or killed by insects, mechanical damage, neglect, under watering, over watering, severe seasonal conditions, natural disasters, disease or animal damage. Plants installed in pots, planter boxes or containers are not guaranteed. Transplanted material is not guaranteed. Metco Landscape, Inc. will satisfy its responsibility under the guarantee by furnishing and installing replacement plant material of equal type and size that was originally planted. The replacement material shall be warranted for the remainder of the original guarantee period.

**TERMS OF PAYMENT/SUSPENSION OF WORK**

Invoices will be sent after the contract work is completed, or progress billings will be issued during or at the end of each month through contract completion. Accounts remaining unpaid 30 days past the invoice date will lose the plant guarantee and will be charged interest at a rate of 1.5% per month on the unpaid balance. Accounts remaining unpaid 60 days past the invoice date may result in Metco Landscaping's election to suspend work on the project. Contractor shall recover all expenses incurred in enforcing this agreement, including all collection agency charges, lein fees, court cost, attorney fees, and all expenses incurred in collecting on any judgement.

**CANCELLATION**

This contract may be cancelled by either party with a 30-day written notice should either party fail substantially to perform in accordance with the terms of the contract through no fault of the other. The notified party shall be provided an opportunity to explain and rectify the circumstances. In the event of termination, Metco Landscape, Inc. shall be compensated fully for all services performed and expenses incurred up to the date of termination. In the event of early termination of this contract, the amount paid to date will be compared to the amount that would have been charged on a time and material basis and the difference in this comparison will result in a final payment due or a refund issued.

**DISPUTES**

All disputes shall be settled by binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association.

#### PHOTOGRAPHY

Metco Landscape, Inc. may take photographs of the property for use in promotional advertising, training, and educational classes unless the Owner communicates in writing that this is not acceptable.

#### SIGNAGE

By signing this contract you, the Owner, are granting Metco Landscape, Inc. permission to install a temporary site sign on your property while our work is being performed. Upon completion of our work, we will remove the site sign or ask for permission to have it remain for an agreed to amount of time. If you do not wish to grant Metco Landscape, Inc. permission to install a temporary site sign on your property, please initial here.\_\_\_\_\_.

#### UTILITIES/UNKNOWN OBSTRUCTIONS

All reasonable caution will be taken to prevent damage to existing pavement, septic tanks, septic fields and underground utility lines. Underground gas, phone, and electric utilities will be marked by a representative from the utility companies, at the request of Metco Landscape, Inc., prior to any machine excavation. However, Metco Landscape, Inc. will not be held responsible for the accuracy of any utility line marking done by the utility companies.

It is the Owner's responsibility to conspicuously mark and advise Metco Landscape, Inc. of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner.

The cost of removing or circumventing concealed and/or undisclosed obstructions which prevent installation of the site improvements according to plan shall be charged as an extra to this contract. Examples of such obstructions include ledge rock, very large boulders, buried foundations, buried stumps, septic tanks, driveways/pavement, uncharted utilities, unsuitable soil, etc.

#### OWNER'S RESPONSIBILITIES

Hold Harmless - To the fullest extent permitted by law, the Owner will hold harmless Metco Landscape, Inc. and its officers, representatives, partners and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and court costs and liability arising in whole or in part and in any manner from injury and/or death of a person, or damage to or loss of any property resulting from the acts, omissions, breach or default of the Owner, except those caused by the negligence of Metco Landscape, Inc..



**Extra Work Proposal****5/10/2018**Total: **\$0.00****CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

All material is guaranteed to be as specified in this contract; Metco Landscape, Inc. only uses premium quality materials. All work shall be completed using sound practices and in a workmanlike manner and shall conform to local building codes and regulations set forth by the town in which the work is being performed. Any alteration or deviation from specifications involving extra costs will be executed only upon written confirmation, and will become an extra charge over and above the base contract price. All agreements are contingent upon accidents, weather or delays beyond our control. Our workers are fully covered by Worker's Compensation Insurance.

Unit Prices – The Base Contract price, if any is set forth, is the only guaranteed price in this contract. Any change in materials or services under the original contract may result in a change to individual unit prices and/or the Contract price.

Alternates / Time & Materials – Any work specified as an Alternate or as Time and Material will be charged as an extra to this contract and will increase the Contract price.

Scheduling – Landscape enhancement contracts accepted after October will be completed during the Fall as long as weather permits. Any work not completed in the Fall will be completed the following Spring. Work will be invoiced as items have been completed. Landscape enhancement contracts that extend into June, July or August, and include seeding, may require a delay in completion until after September 1 when newly seeded lawns will readily germinate. Sodding can be performed at any time of year for an additional charge if not already specified in the contract.

Watering and Maintenance – Metco Landscape, Inc. will perform watering of all new and/or transplanted plant material each day we are on site for the duration of a landscape enhancement contract. Metco Landscape, Inc. is not responsible for watering or maintaining plant material after completion of a landscape enhancement contract unless expressly stated in writing.

Seeding – Re-seeding or re-sodding of new grass areas may be required due to insects, diseases, mechanical damage, neglect, under watering, over watering, heavy rainfall, weather or animals. In addition, seeding that is not performed between April 1 – May 15 or September 1 – October 15 will typically require follow-up re-seeding. All such re-seeding, re-sodding, and/or re-establishment of soil is not included in the contract work, unless otherwise stated in writing, and will be charged as an extra to this contract.

**GUARANTEES**

Our guarantee is expressly conditioned upon on-time payment of invoices. This guarantee is void if payment in full has not been received within 30 days from the invoice date.

All claims for loss must be reported in writing within the one (1) year guarantee period.

Plant Material Guarantee – Metco Landscaping guarantees to replace any tree or shrub, which we purchase and plant, that dies from natural causes within a period of one year from the date of planting, provided that the Owner has fully complied with all of the terms of this contract. This guarantee is not transferable. Plant material not covered in this guarantee includes, but is not limited to, herbaceous material such as: annual flowers, bulbs, roses, perennials, groundcovers and turf or wildflower seed germination. However, for a fee equal to 8% of the cost of the herbaceous plant materials, Metco Landscaping will guarantee all herbaceous items, with the exception of annual flowers and bulbs, for one year from installation as long as the Owner has made a good faith effort to keep the plant material properly watered and cared for.

We will not guarantee plants damaged or killed by insects, mechanical damage, neglect, under watering, over watering, severe seasonal conditions, natural disasters, disease or animal damage. Plants installed in pots, planter boxes or containers are not guaranteed. Transplanted material is not guaranteed. Metco Landscape, Inc. will satisfy its responsibility under the guarantee by furnishing and installing replacement plant material of equal type and size that was originally planted. The replacement material shall be warranted for the remainder of the original guarantee period.

**TERMS OF PAYMENT/SUSPENSION OF WORK**

Invoices will be sent after the contract work is completed, or progress billings will be issued during or at the end of each month through contract completion. Accounts remaining unpaid 30 days past the invoice date will lose the plant guarantee and will be charged interest at a rate of 1.5% per month on the unpaid balance. Accounts remaining unpaid 60 days past the invoice date may result in Metco Landscaping's election to suspend work on the project. Contractor shall recover all expenses incurred in enforcing this agreement, including all collection agency charges, lein fees, court cost, attorney fees, and all expenses incurred in collecting on any judgement.

**CANCELLATION**

This contract may be cancelled by either party with a 30-day written notice should either party fail substantially to perform in accordance with the terms of the contract through no fault of the other. The notified party shall be provided an opportunity to explain and rectify the circumstances. In the event of termination, Metco Landscape, Inc. shall be compensated fully for all services performed and expenses incurred up to the date of termination. In the event of early termination of this contract, the amount paid to date will be compared to the amount that would have been charged on a time and material basis and the difference in this comparison will result in a final payment due or a refund issued.

**DISPUTES**

All disputes shall be settled by binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association.

## PHOTOGRAPHY

Metco Landscape, Inc. may take photographs of the property for use in promotional advertising, training, and educational classes unless the Owner communicates in writing that this is not acceptable.

## SIGNAGE

By signing this contract you, the Owner, are granting Metco Landscape, Inc. permission to install a temporary site sign on your property while our work is being performed. Upon completion of our work, we will remove the site sign or ask for permission to have it remain for an agreed to amount of time. If you do not wish to grant Metco Landscape, Inc. permission to install a temporary site sign on your property, please initial here. \_\_\_\_\_.

## UTILITIES/UNKNOWN OBSTRUCTIONS

All reasonable caution will be taken to prevent damage to existing pavement, septic tanks, septic fields and underground utility lines. Underground gas, phone, and electric utilities will be marked by a representative from the utility companies, at the request of Metco Landscape, Inc., prior to any machine excavation. However, Metco Landscape, Inc. will not be held responsible for the accuracy of any utility line marking done by the utility companies.

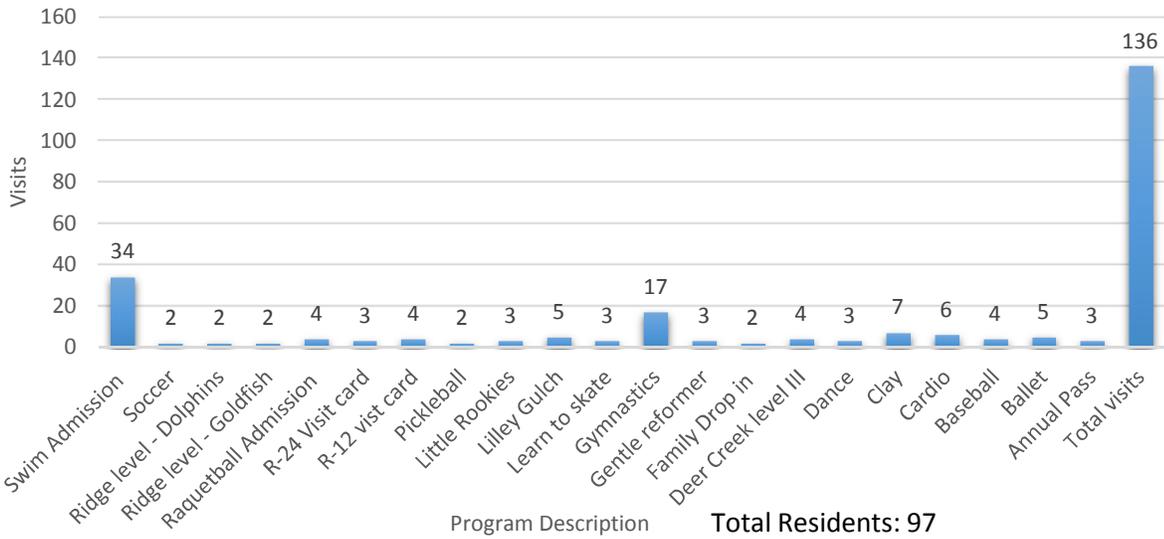
It is the Owner's responsibility to conspicuously mark and advise Metco Landscape, Inc. of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner.

The cost of removing or circumventing concealed and/or undisclosed obstructions which prevent installation of the site improvements according to plan shall be charged as an extra to this contract. Examples of such obstructions include ledge rock, very large boulders, buried foundations, buried stumps, septic tanks, driveways/pavement, uncharted utilities, unsuitable soil, etc.

## OWNER'S RESPONSIBILITIES

Hold Harmless - To the fullest extent permitted by law, the Owner will hold harmless Metco Landscape, Inc. and its officers, representatives, partners and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and court costs and liability arising in whole or in part and in any manner from injury and/or death of a person, or damage to or loss of any property resulting from the acts, omissions, breach or default of the Owner, except those caused by the negligence of Metco Landscape, Inc..

### Foothills Park & Recreation Break out



Total Residents: 97  
Total Visits: 136

**From:** [Jones, Anna](#)  
**To:** [Suazo, Kathy](#)  
**Subject:** FW: [External] FW: Roxborough Village Metro District - Graffiti Removal  
**Date:** Thursday, May 3, 2018 1:36:25 PM  
**Attachments:** [image001.png](#)

---

For May Rox meeting packet

---

**From:** Sangster, Jerel  
**Sent:** Thursday, May 3, 2018 11:18 AM  
**To:** Jones, Anna <Anna.Jones@claconnect.com>  
**Subject:** Fwd: [External] FW: Roxborough Village Metro District - Graffiti Removal

Get [Outlook for iOS](#)

---

**From:** Brent Haase <[Brent.Haase@lminc.net](mailto:Brent.Haase@lminc.net)>  
**Sent:** Thursday, May 3, 2018 9:42:40 AM  
**To:** Sangster, Jerel  
**Cc:** Jason Kracke; Customer Service  
**Subject:** [External] FW: Roxborough Village Metro District - Graffiti Removal

Good Morning Jerel,

The graffiti removal went well yesterday. Attached are the pictures for your review and records. We hope the vandals stay away from your community and please let us know if there is anything else we may do for you.

Thank you,

**Brent Haase**

*VP of Restoration Services*

Lightning Mobile, Inc. | 260 E 54<sup>th</sup> Ave | Denver, CO | 80216

303.595.9559 (Office) | 303.620.9258 (Fax)

303.968.8772 (Cell)

[Brent.Haase@lminc.net](mailto:Brent.Haase@lminc.net) | [www.lightningmobileinc.com](http://www.lightningmobileinc.com)



---

**From:** Jason Kracke  
**Sent:** Thursday, May 03, 2018 6:29 AM

**To:** Brent Haase <[Brent.Haase@lminc.net](mailto:Brent.Haase@lminc.net)>  
**Cc:** Customer Service <[CustomerService@lminc.net](mailto:CustomerService@lminc.net)>  
**Subject:** RE: Jerel w/ Roxborough Metro District - Graffiti Removal

Please see the attached before and after photos.

Thank you.

**Jason Kracke**

*Division Manager*

Lightning Mobile, Inc. | 260 E 54<sup>th</sup> Ave | Denver, CO | 80216  
303.595.9559 (Office) | 303.620.9258 (Fax)  
720.506.0697 (Cell)  
[Jason.Kracke@lminc.net](mailto:Jason.Kracke@lminc.net) | [www.lightningmobileinc.com](http://www.lightningmobileinc.com)



---

**From:** Customer Service  
**Sent:** Wednesday, May 2, 2018 11:22 AM  
**To:** Brent Haase <[Brent.Haase@lminc.net](mailto:Brent.Haase@lminc.net)>  
**Cc:** Jason Kracke <[Jason.Kracke@lminc.net](mailto:Jason.Kracke@lminc.net)>  
**Subject:** Jerel w/ Roxborough Metro District - Graffiti Removal

Office 303-439-6058  
Cell 303-902-9546

Jerel can tell you where it's located. He said it was near the Foxborough skatepark @ 7463-7635 N Rampart Range Rd. Littleton CO 80125.

**Carlos Rueda**

*Inside Sales & Customer Service Representative*

Lightning Mobile, Inc. | 260 E 54<sup>th</sup> Ave | Denver, CO | 80216  
303.595.9559 (Office) | 303.620.9258 (Fax)  
[CustomerService@lminc.net](mailto:CustomerService@lminc.net) | [www.lightningmobileinc.com](http://www.lightningmobileinc.com)







EAT  
ACID  
SEE  
GOD







# Sales Order/Invoice<sup>95</sup>

Sales Number: SO8511B  
 Sales Date: Apr 23, 2018  
 Sales Rep: Erin Starr  
 erin@starplaygrounds.com

Playground Equipment \* Site Furnishings \* Shade Structures \* Surfacing

Quoted To:	Proposed For:	Contact Name	
Roxborough Village Metro District 8390 E. Crescent Parkway Suite 500 Greenwood Village, CO 80111 Cust ID: Roxborough Village	Soccer Field Park 8563 Liverpool Cir Littleton, CO 80125  PO #:	Pat Shannon	
		Phone	Email

Qty	Item	Description	Unit Price	Amount
	EFI	Price includes equipment, freight and factory certified installation by our professional in-house crew unless otherwise noted.		
1	PWCH	Playworld Systems Challengers 'High Rise' Playstructure; 350-1501	16,922.00	\$ 16,922.00
1	PWCH	Sale Discount on Playstructure	-6,769.00	\$ -6,769.00
1	Install	Installation & Freight	6,703.00	\$ 6,703.00
1	Freight	Free Freight	-818.00	\$ -818.00
1	Remove/Dispose	Removal and disposal of current playstructure.	2,685.00	\$ 2,685.00
1	EWF	Top off of Accessible Engineered Wood Fiber Surfacing (EWF).	1,535.00	\$ 1,535.00
	NOTE:	*Must be ordered by June 30, 2018 to receive sale discounts.		
1	Sales Tax	Applicable sales tax will be added		

50% deposit required to initiate order, 50% payable upon completion, unless credit terms granted or purchase order received. A 3% fee applies to invoices over \$500 paid by credit card.		<b>Subtotal</b>	<b>\$ 20,258.00</b>
Approved by: _____ Date: _____		<b>Sales Tax</b>	
Printed Name: _____		<b>TOTAL</b>	<b>\$ 20,258.00</b>

Pricing excludes taxes, prevailing wages, irrigation repairs and site preparation unless otherwise noted and is valid for 30 days from the date above. If tax exempt, please provide a copy of your tax exempt certificate or tax will be included. Late fees and interest at the rate of 18% per annum will be charged on all past due accounts. A 3% fee may be added to invoice total if payment is made with a credit card. Owner is responsible for locating all irrigation and drainage system components. Star Playgrounds is not responsible for damages caused by failure to properly locate any components. Owner is responsible for providing water, power and direct truck access to site for installation. Failure of owner to properly prepare the site by the scheduled date of installation will result in liquidated damages in the amount of \$325 per day. Due to the variation in soil conditions in the mountainous or rocky areas, the quoted/contracted installation price may need to be increased. If we encounter issues in digging, you be notified immediately and we will submit a change order prior to continuing. After 90 days, an equipment storage fee equal to the trailer storage costs plus \$350 per month will be accessed for all equipment stored.

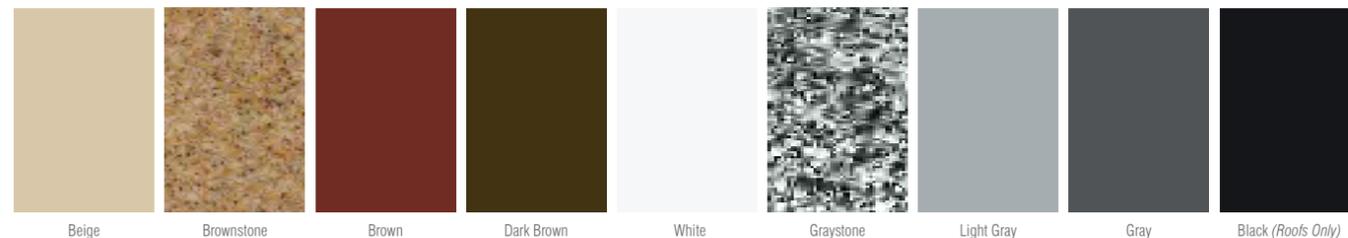
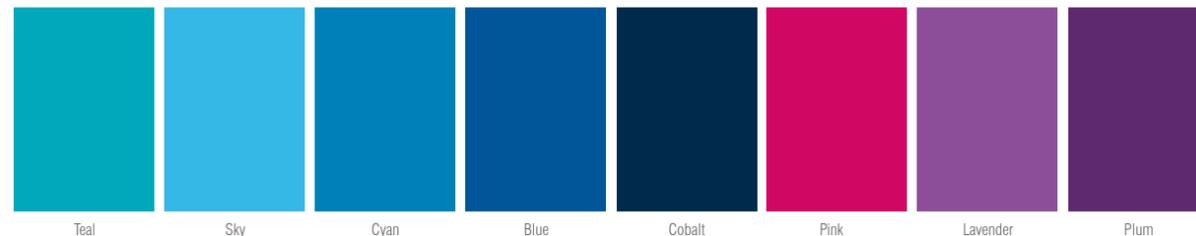
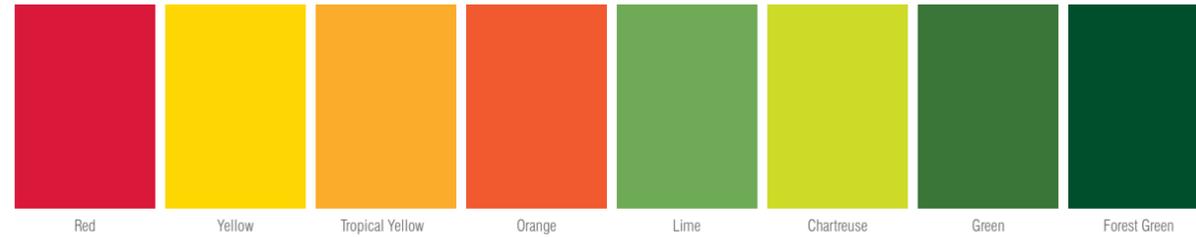
# Color Me Confident

While color is a small detail in the larger scope of playground planning, it shouldn't be an afterthought. Colors can tell a story and evoke a feeling. They guide the eye and inspire play.

From warm, sunset shades that invigorate to cool, tropical tones that calm, there's a perfect combination for every play space.

Choosing a color palette can be fun, but it's also a lot of work. Not sure where to start? Try assigning certain colors to a material or type of activity. When in doubt, take inspiration from your environment, whether it's your school colors or the native flora and fauna. Don't be shy—color yourself confident.

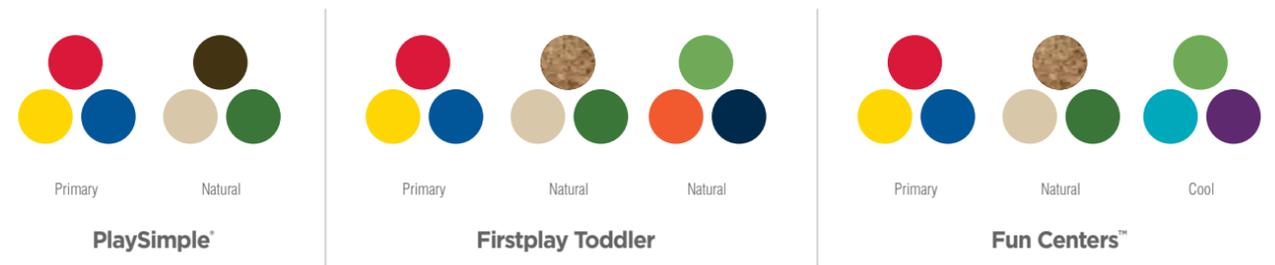
## Rotomolded Colors



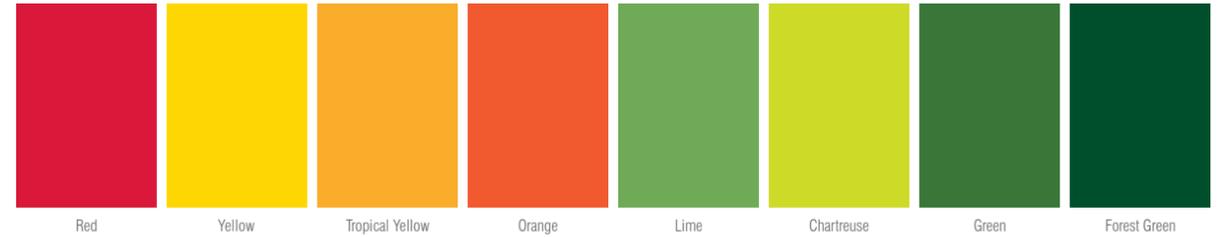
## 2-Color Sheet Plastic



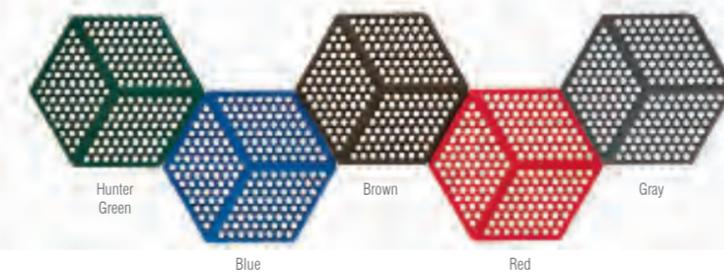
Select color palettes streamline the ordering process and allow us to provide exceptionally great prices on select product lines.



## Component & Post Colors



## Eco-Armor Colors



## Boulders Colors



## Rope Colors



Colors are subject to change without notice. Color swatches are for reference only. For accurate color samples and the most up-to-date specifications consult your local representative. Playworld uses high quality materials and state of the art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. So Playworld does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration.